

DATED

2018

**ANASTASIA ROINIOTIS, IOANNIS ROINIOTIS AND PANAYIOTIS PETE
ROINIOTIS**

to

CONTRACT OF SALE OF REAL ESTATE

Property: 21A Marjorie Close, Bulleen 3105



NORTH STAR CONVEYANCING GROUP PTY LTD

Licensed Conveyancers

PO Box 1197 Bundoora 3083

Tel: 0414 965 248

Fax: 03 9333 0460

Ref: AS:18/0733

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

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **21A Marjorie Close, Bulleen 3105**

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 that 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 / /2018

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / /2018

Print name(s) of person(s) signing: ANASTASIA ROINIOTIS, PANAYIOTIS PETE ROINIOTIS AND IOANNIS ROINIOTIS

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

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

Vendor

ANASTASIA ROINIOTIS, PANAYIOTIS PETE ROINIOTIS AND IOANNIS ROINIOTIS

Email:

Vendor's legal practitioner or conveyancer

North Star Conveyancing Group Pty Ltd

PO Box 1197, Bundoora VIC 3083

Email: alex@nscg.com.au

Tel: 0414 965 248

Mob:

Fax: 03 9333 0460

Ref: AS:18/0733

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Lot 4 on proposed Plan of Subdivision no. PS803337M being part of the land described in PARENT certificate of title Volume 5424 Folio 733

Property address

The address of the land is: **21A Marjorie Close, Bulleen 3105**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature as inspected.

Payment (general condition 11)

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

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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

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

- the above date; or
- 14 days after the vendor notifies the purchaser of registration of the plan of subdivision; and
- 14 days after the vendor notifies the purchaser that an occupancy permit has issued for the property.

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 :

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)

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

Lender:

Loan amount

Approval date:

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

Special conditions

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. 4a, 4b, 4c, etc.)
-

1A 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.

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 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)*.
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing



Settlement and lodgement 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement 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 lodgement.
- 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. Interpretation

In the interpretation of the contract where the context permits:

- (a) Words importing either gender shall be deemed to include the other gender;
- (b) Words importing the singular number shall be deemed to include the plural and vice versa; and

- (c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

4. Land Identity

The purchaser admits that the land offered for sale and inspection by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend title or to bear all or any part of the cost of doing so.

5. Acknowledgement

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money, a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32 of the *Sale of Land Act 1962* including a copy of a Due Diligence Checklist.

6. Planning

The purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in title, and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded.

7. Restrictions

The property is sold subject to all easements, covenants, leases/licenses, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

8. Condition of property

- (a) The purchaser acknowledges that the parties have inspected the property hereby sold and accepts condition thereof.
- (b) Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that:-
 - (i) The property and the chattels are purchased in their existing condition and state of repair and with any defects as regards to its construction and as inspected and existing as at the date hereof; and
 - (ii) The vendor is under no liability or obligation to carry out any repairs, renovations, alterations or improvements to the property.
- (c) The purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect to same and the Purchaser expressly relieves the Vendor and/or its servants or agents from any claims or demands in respect thereto.
- (d) The vendor makes no representations or warranties as to any plans, designs, or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property,
- (e) The purchaser has purchased the property as a result of their own inspection and enquiries and accept that the land is sold (including improvements thereto) in the present state of repair and condition,
- (f) They shall not be entitled to make any requisition, objection, or claim for compensation in respect of the condition or state of repair of the land improvements of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or condition complied with) or of any non-compliance of the improvements with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts.

9. Services

The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-connection of all the services that they may require.

10. No Representations

The purchaser acknowledges that:

- (a) The vendor's agent has acted as sole agent for the vendor;
- (b) No information, representation or warranty of the vendor or the vendor's agent was made with the intention or knowledge that it would be relied upon and no such information, representation or warranty has been relied upon;
- (c) The purchaser has relied on its own enquiries and inspections of the property including all improvements, fixtures, fittings and/or chattels;
- (d) It has not relied on any description of the property included in any brochure, investment report or advertising for the sale;
- (e) No representation or warranty has been made or given that the property is suitable for the purchasers intended purpose or that any permit has been obtained or is available;
- (f) No warranty has been given as to the condition, quality or fitness for the purpose of its improvements, fixtures, fittings, or chattels; and
- (g) This contract forms the entire agreement between the vendor and the purchaser.

11. GST farming business

11.1 General condition 13.1(b) is deleted and replaced by the following:

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

11.2 General condition 13.4 is deleted and replaced by the following:

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.

12. Foreign Acquisition and Takeovers Act 1975 (C'th)

- (a) 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 into this contract.
- (b) If there is a breach of the warranty contained in clause 12.1 (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.
- (c) This warranty and indemnity do not merge on completion of this contract.

13. Whole Agreement

This contract sets out all the terms and conditions of this sale. Any promise condition, representation or warranty which may have been made by the vendor or by any other person on behalf of the vendor and which is not set out in this contract is negative and withdrawn. The purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time signing this contract which relates to the property. This condition shall operate for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors.

14. Non merger

Any term of this contract that remains to be performed or is capable of having effect after the settlement date will not merge on transfer of the property but will continue to have full force and effect.

15. Guarantee and Indemnity

Without limiting general condition 19, if the purchaser is a corporation, the purchaser must procure the guarantee of its directors (or such other person or persons that the vendor shall approve) by obtaining the execution of the Guarantee and Indemnity in the form annexed hereto.

16. Contamination of Land

The purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

17. Registration of plan

17.1 The contract is subject to and conditional upon the plan of subdivision being registered by the Registrar of Titles within 18 months of the day of sale. If the plan of subdivision is not registered within 18 months of the day of sale, either party may rescind the contract by giving appropriate written notice to the other party before the plan of subdivision is so registered.

17.2 The Vendor shall do all acts, matters and things and execute all documents as may be reasonably necessary to cause the plan of subdivision to be registered. The Vendor reserves the right to make any alterations to the plan of subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.

18. Occupancy permit

The contract is subject to and conditional upon an occupancy permit being issued. The issuing of the occupancy permit is evidence that the construction is completed. If there is any dispute about the quality or standard of finish, the purchaser cannot delay payment of the residue or retain any part of the residue and must complete the contract.

19. Adjustments and land tax

19.1 Land tax will be adjusted between the vendor and the purchaser on the proportional amount showing on the Land Tax Certificate.

19.2 If the land is not separately assessed, then for the purposes of apportionment of the outgoings including land tax, they will be apportioned between the vendor and the purchaser in the same proportion as the lot liability of the property bears to the total lot liability included in the plan.

General Conditions

Part 2 being Form 2 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 that 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 personal property –
- (a) that –
 - (i) the purchaser intends to use predominately 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 be described by a 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 Property 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. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general 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, 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) by 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 or on 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 a 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 the

notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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.

Vendor Statement

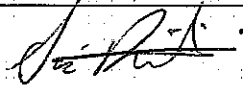
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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	21A Marjorie Close, Bulleen 3105
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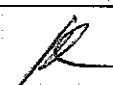
Vendor's name	Anastasia Roiniotis	Date	/ /
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Vendor's signature			
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Vendor's name	Ioannis Roiniotis	Date	/ /
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Vendor's signature			
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Vendor's name	Panayiotis Pete Roiniotis	Date	/ /
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Vendor's signature			
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Purchaser's name		Date	/ /
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Purchaser's signature			
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Purchaser's name		Date	/ /
-------------------------	--	-------------	-----

Purchaser's signature			
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1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

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.

(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.

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.

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:

Not Applicable.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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):

Are as follows:

See attached permit.

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*.

The land is not currently affected by an owners corporation, but an owners corporation will be created upon the registration of the plan of subdivision in relation to the shared sewer services.

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 checked="" type="checkbox"/>
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9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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.

- (a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

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

Page 1 of 1

VOLUME 05424 FOLIO 733

Security no : 124073283993P
Produced 06/08/2018 04:21 pm

LAND DESCRIPTION

Lot 344 on Plan of Subdivision 012331.
PARENT TITLE Volume 05424 Folio 731
Created by instrument 1369828 15/06/1928

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 3 of a total of 4 equal undivided shares
Joint Proprietors
ANASTASIA ROINIOTIS
PANAYIOTIS PETE ROINIOTIS both of 89 MOUNTAIN VIEW ROAD BALWYN NORTH VIC 3104
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
IOANNIS ROINIOTIS of 57 RAYMENT STREET FAIRFIELD VIC 3078
AQ609964E 05/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ609965C 05/01/2018
PERPETUAL TRUSTEE COMPANY LTD

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AR312974W 03/08/2018

DIAGRAM LOCATION

SEE LP012331 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	AGREEMENT	STATUS	DATE
AR312974W	AGREEMENT	Registered	03/08/2018

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

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

Street Address: 16 ALFREDA AVENUE BULLEEN VIC 3105

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	plan
Document Identification	LP012331
Number of Pages (excluding this cover sheet)	7
Document Assembled	03/07/2018 13:53

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PLAN OF SUBDIVISION
OF PART OF UNWIN'S CROWN SPECIAL SURVEY
PARISH OF BULLEEN
 COUNTY OF BOURKE

LP12331
EDITION 4
 PLAN MAY BE
 LODGED 22/12/1927

V 5269 F. 1053609

Measurements are in Feet & Inches
 Conversion Factor
 FEET X 0.3048 = METRES

COLOUR CONVERSION
 BLUE = E-1 GREEN = E-2
 PURPLE = E-3 BROWN = E-4
 BROWN HATCHED RED = E-5
 BROWN HATCHED BLUE = E-6

THE LAND COLOURED BLUE AND GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE UNLESS OTHERWISE SHOWN

THE LAND COLOURED PURPLE IS APPROPRIATED OR SET APART FOR EASEMENTS OF SEWERAGE AND IS 12 FEET WIDE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

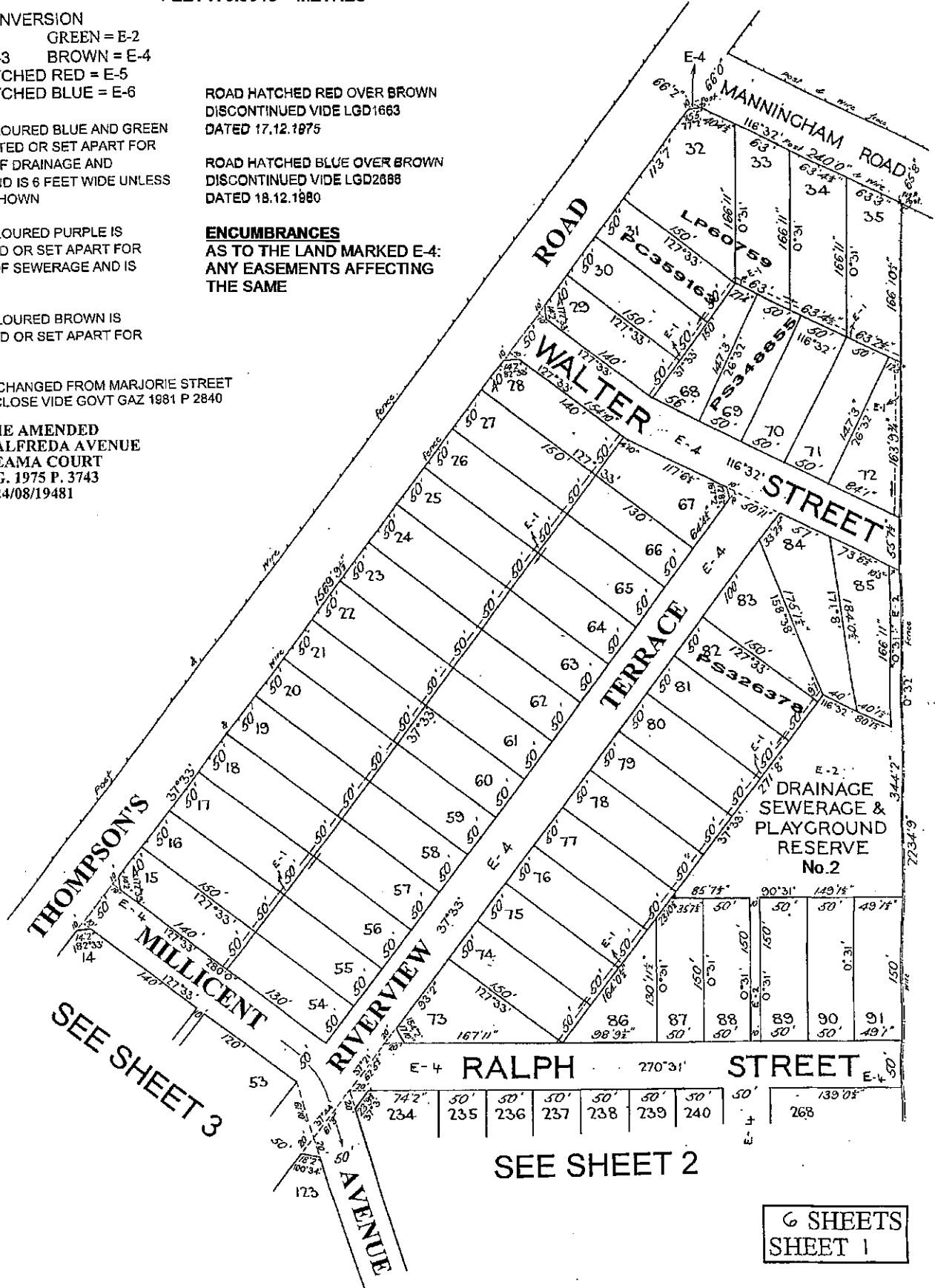
STREET NAME CHANGED FROM MARJORIE STREET TO MARJORIE CLOSE VIDE GOVT GAZ 1981 P 2840

STREET NAME AMENDED
 FROM: ALFREDA AVENUE
 TO: EAMA COURT
 VIDE: G. 1975 P. 3743
 DATE: 24/08/19481

ROAD HATCHED RED OVER BROWN
 DISCONTINUED VIDE LGD1663
 DATED 17.12.1975

ROAD HATCHED BLUE OVER BROWN
 DISCONTINUED VIDE LGD2688
 DATED 18.12.1980

ENCUMBRANCES
 AS TO THE LAND MARKED E-4:
 ANY EASEMENTS AFFECTING
 THE SAME



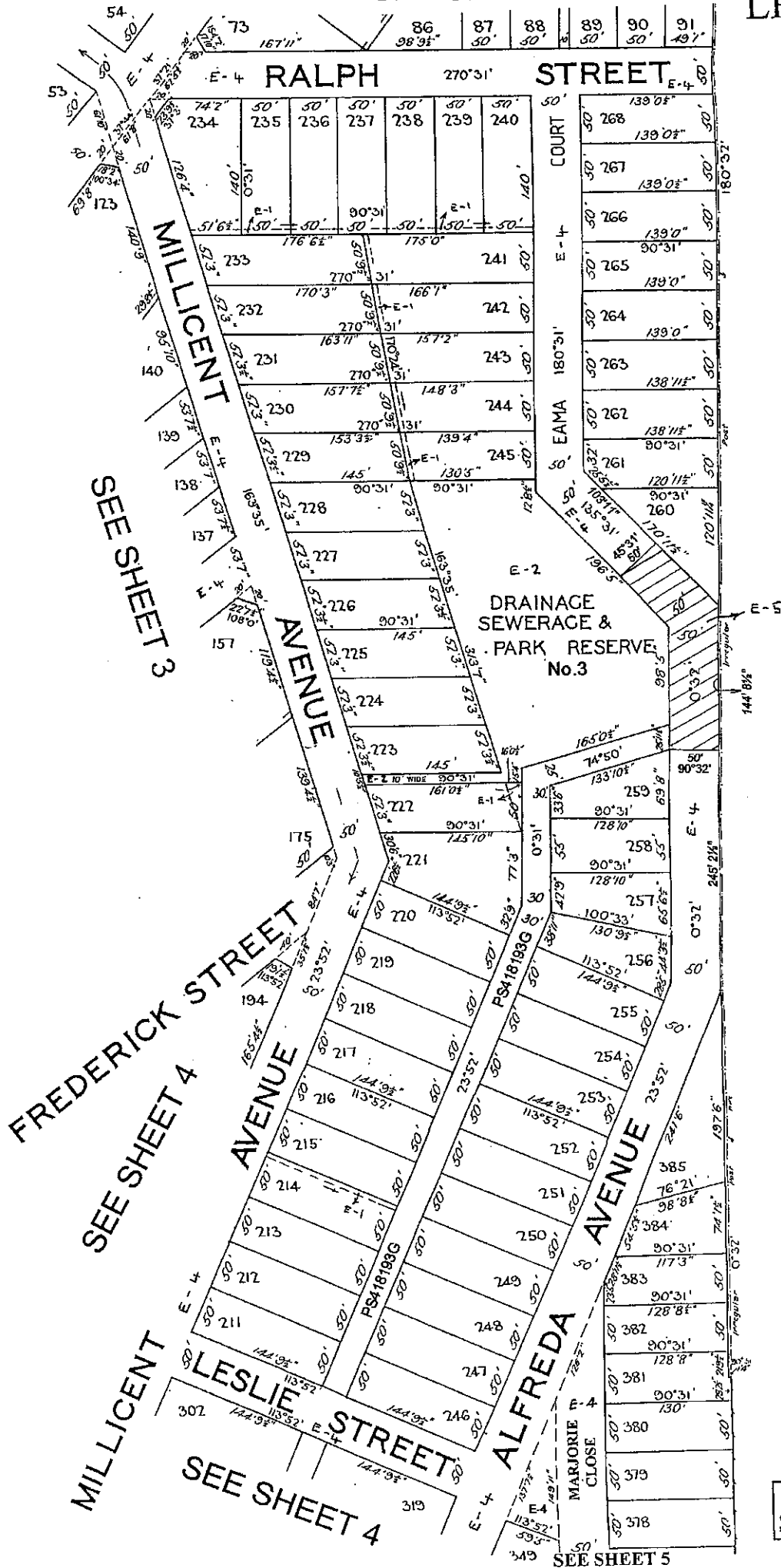
SEE SHEET 3

SEE SHEET 2

6 SHEETS
SHEET 1

SEE SHEET 1

LP12331



SEE SHEET 3

SEE SHEET 4

SEE SHEET 4

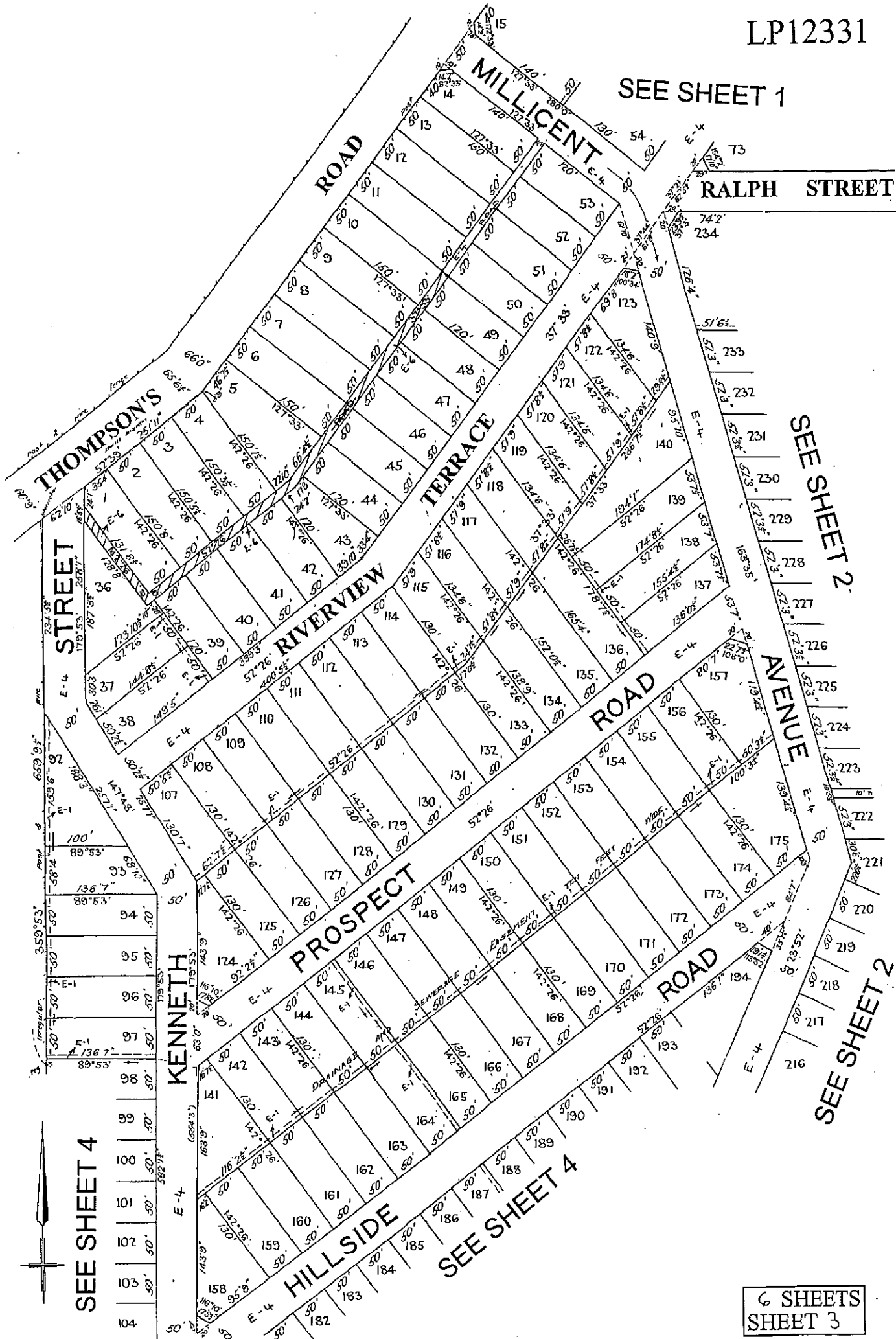
SEE SHEET 5

6 SHEETS SHEET 2

LP12331

SEE SHEET 1

RALPH STREET



SEE SHEET 2

AVENUE

SEE SHEET 2

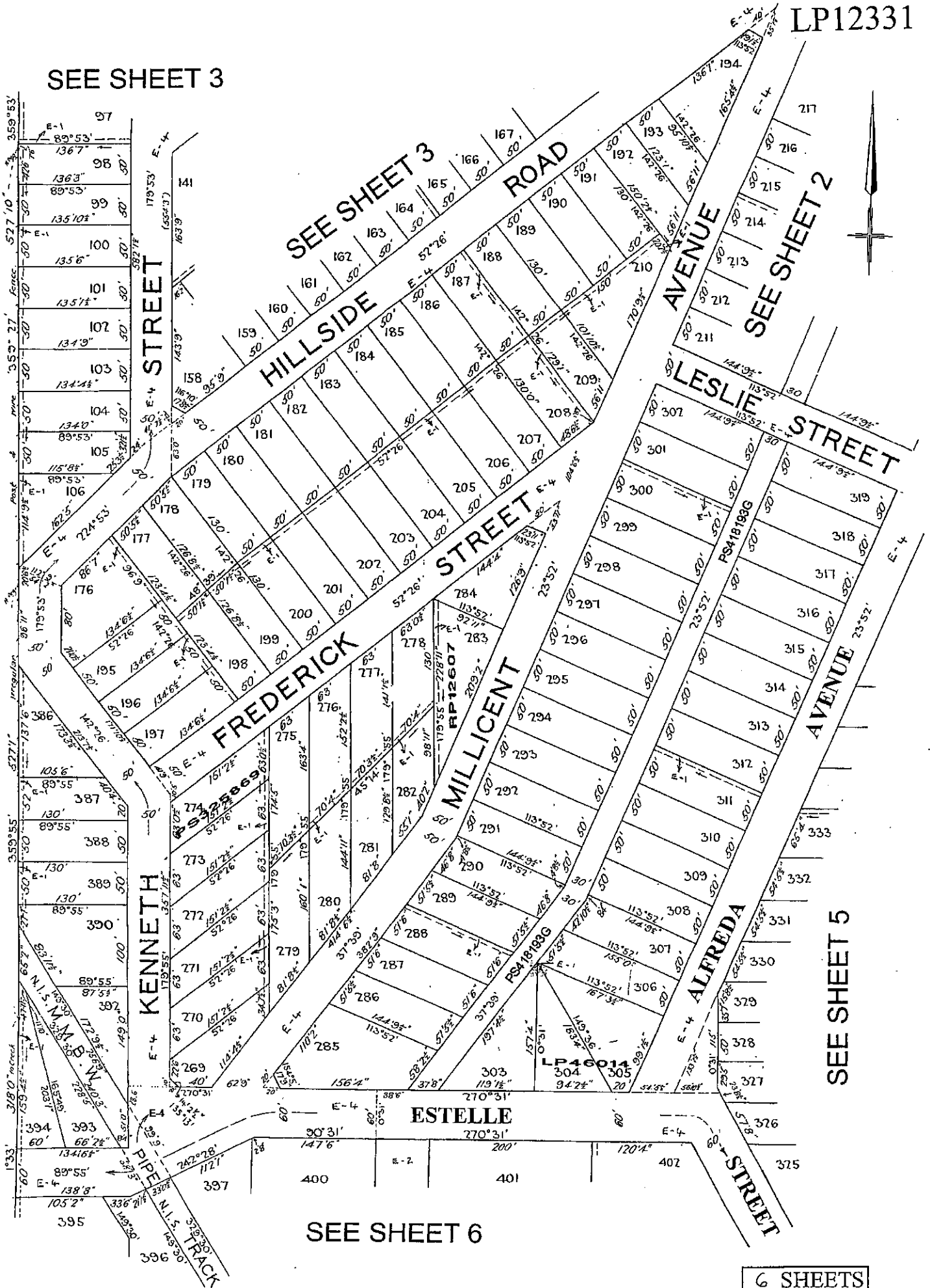
SEE SHEET 4

SEE SHEET 4

6 SHEETS
SHEET 3

LP12331

SEE SHEET 3



SEE SHEET 6

6 SHEETS
SHEET 4

SEE SHEET 3

LP12331

LESLIE STREET

AVENUE

SEE SHEET 2

SEE SHEET 4

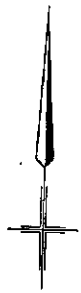
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CLOSE

MARJORIE

SEE SHEET 6

6 SHEETS SHEET 5

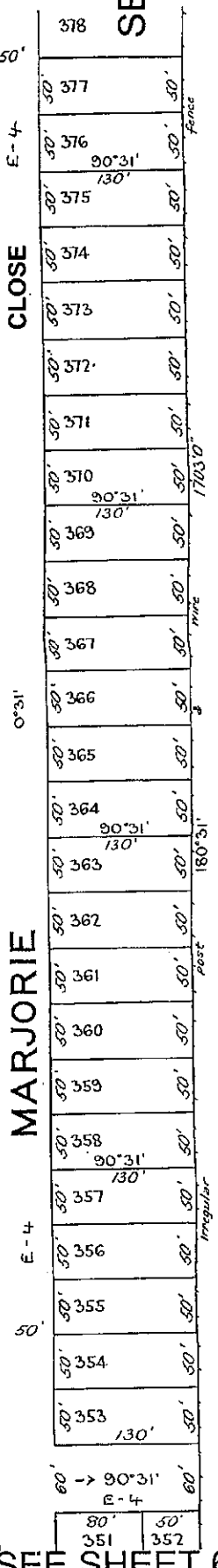
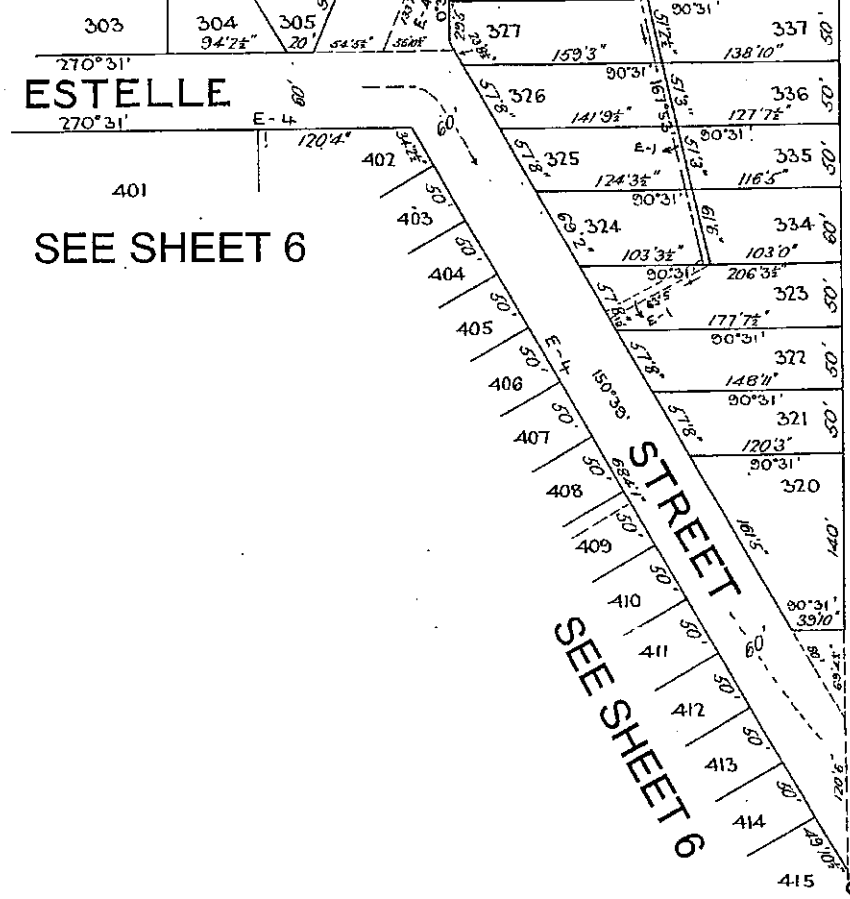


ESTELLE

SEE SHEET 6

STREET

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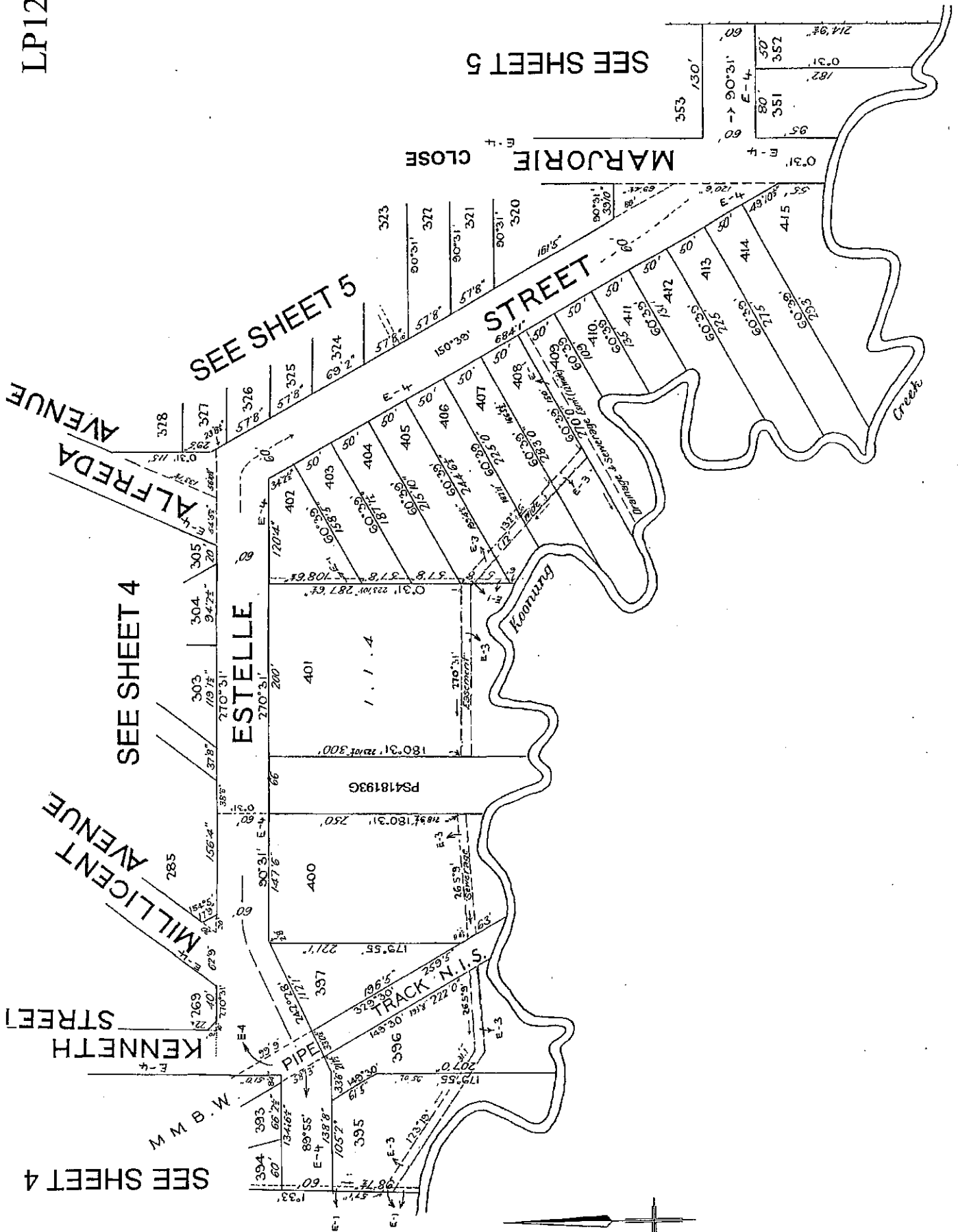
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LP12331

6 SHEETS
SHEET 6



SEE SHEET 5

SEE SHEET 4

SEE SHEET 4

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SEE SHEET 4

SEE SHEET 5

MARJORIE CLOSE

STREET

ALFREDA AVENUE

ESTELLE

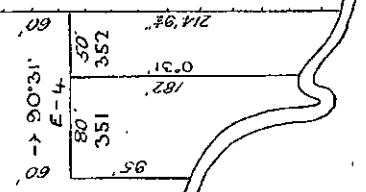
SEE SHEET 4

MILLICENT AVENUE

KENNETH STREET

M. B. W. W.

SEE SHEET 4





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Document Identification	AR312974W
Number of Pages (excluding this cover sheet)	11
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Form 21

Section 181

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

Planning and Environment Act 1987

Lodged by: NORTH STAR CONVEYANCING GROUP
Name: ALEX SANDEY
Phone: 0414965248
Address: 1 JONES CRT BUNDORA 3083
Ref: 18/0732/0733 Customer Code: 15522M

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

Land: **Volume 05424 Folio 733**

Authority: **Manningham City Council, 699 Doncaster Road, Doncaster**

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

A copy of the agreement is attached to this application

Signature for the Authority:

Office held:
Name of Officer :
Date:

**Chief Executive Officer
Warwick Winn**

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Form 21

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT
*Planning and Environment Act 1987***

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document
3. The Certifier has retained the evidence supporting this Registry Instrument or document.
4. The Certifier has taken reasonable steps to ensure that this registry or document is correct and compliant with relevant legislation and any prescribed requirement

Executed on behalf of

Signer Name: Andrew McMaster
Signer Organisation: Manningham City Council
Signer Role: Australian Legal Practitioner

Signature



Execution Date

26.07.18

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Manningham City Council



Agreement under Section 173 of the
Planning and Environment Act 1987 between

MANNINGHAM CITY COUNCIL

and

**Anastasia Roiniotis, Panayiotis Pete Roiniotis,
Ioannis Roiniotis**

Subject Land:

16 Alfreda Avenue BULLEEN VIC 3105

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- 9. COMMENCEMENT OF AGREEMENT**
- 10. ENDING OF AGREEMENT**

AR312974W



**THIS AGREEMENT UNDER SECTION 173
OF THE PLANNING AND ENVIRONMENT ACT 1987**

is made on *26th* of ~~February~~ *July* 2018

BETWEEN

MANNINGHAM CITY COUNCIL
of 699 Doncaster Road, Doncaster

("Council")

AND

**ANASTASIA ROINIOTIS, PANAYIOTIS PETE ROINIOTIS AND IOANNIS
ROINIOTIS**
of 16 Alfreda Avenue, Bulleen

("Owner")

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 12 February 2018 Council issued Planning Permit No. PL18/000013 ("the Planning Permit") allowing the Subject Land to be subdivided into four (4) lots in accordance with a plan endorsed under condition 1 of the Planning Permit. Conditions 5 and 6 of the Planning Permit remains outstanding and the Owner is required to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the Planning and Environment Act 1987;

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

Development Permit means the planning permit issued PL16/026454, on 28 February 2017 for the construction of four, two-storey dwellings on the Subject Land. A copy of the Development Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

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Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

Lot means a lot on the Endorsed Plan;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

Party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permit means the Planning Permit referred to in recital C of this Agreement;

Planning Scheme means the Manningham Planning Scheme and any other planning scheme that applies to the Subject Land;

Subject Land means the land situated at 16 Alfreda Avenue BULLEEN VIC 3105 being the land referred to in Certificate of Title Volume 05424 Folio 733.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the

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Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER:

3.1 The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council:

- 3.1.1 The development of the subject land must be in accordance with the development authorised under Development Permit PL16/026454 issued by Council, and the various conditions included in that permit.
- 3.1.2 The development of the subject land must be in accordance with the plans from time to time endorsed by Council, under Development Permit PL16/026454.
- 3.1.3 Any new dwellings approved under the Development Permit shall not be occupied, until a final planning, landscaping and engineering inspection has been carried out to the satisfaction of Council.
- 3.1.4 Prior to the occupation of any new dwellings on the Subject land, an on-site storm water detention system and the relevant connections, must be provided in accordance with the engineering construction plans endorsed from time to time pursuant to Development Permit , sufficient to serve each lot in the subdivision to the satisfaction of Council.
- 3.1.5 The on-site storm water detention system will thereafter be maintained, in accordance with the endorsed engineering construction plans, to the satisfaction of Council.
- 3.1.6 The ongoing maintenance of the on-site storm water detention system will be the equal responsibility of the Owners of Lots 1, 2, 3 and 4 inclusive.
- 3.1.7 Should access be required on any of the lots for the construction of the on-site storm water detention system and subsequent drainage, the owners of the said lots shall provide this access.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

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The Owner further covenants and agrees that:

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

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

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

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

10. ENDING OF AGREEMENT

10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

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[Barcode]

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

THE COMMON SEAL of MANNINGHAM CITY COUNCIL was hereunto affixed in the presence of:



[Signature]
[Signature]

Mayor/Councillor
Chief Executive Officer

SIGNED SEALED AND DELIVERED by)

[Signature])
[Signature])
[Signature])

Anastasia Roiniotis
Panayiotis Pete Roiniotis,
Ioannis Roiniotis

In the presence of:

[Signature]

Witness STEFANO ROMEO

MORTGAGEE'S CONSENTS)

PERPETUAL TRUSTEE COMPANY LTD, as Mortgagee of registered mortgage number AQ609965C, consents to the owner entering into this agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions in this agreement. Signed in my presence for and on behalf of Perpetual Trustee Company Limited (ALN 000 001 007) under Powers of Attorney Registration No Book No 277 Page 031 item 16 by its Attorney Christen Hazel Grima of First Mortgage Services Australia Pty Ltd (ABN 37 157 300 580) who occupies the position of Discharge Officer who is personally known to me and who declares that he/she has received no notice of revocation of the Power of Attorney
Signature of Authorised Persons: under which this document is signed

Name of Authorised Persons:

Date:

Seal:

Signature of witness [Signature]
Colin Mallows of Level 28, 360 Collins Street Melbourne VIC 3000
Business Hours Phone No-(03)96205080

Signature of Attorney [Signature]
Christen Hazel Grima
Discharge Officer
Level 28, 360 Collins Street Melbourne VIC 3000

Property Report from www.land.vic.gov.au on 16 July 2018 01:58 PM

Address: 16 ALFREDA AVENUE BULLEEN 3105

Lot and Plan Number: Lot 344 LP12331

Standard Parcel Identifier (SPI): 344\LP12331

Local Government (Council): MANNINGHAM **Council Property Number:** 32954

Directory Reference: Melway 32 H10

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BULLEEN

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY ([Information about choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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

Planning Overlay: None

Planning scheme data last updated on 11 July 2018.

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

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

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

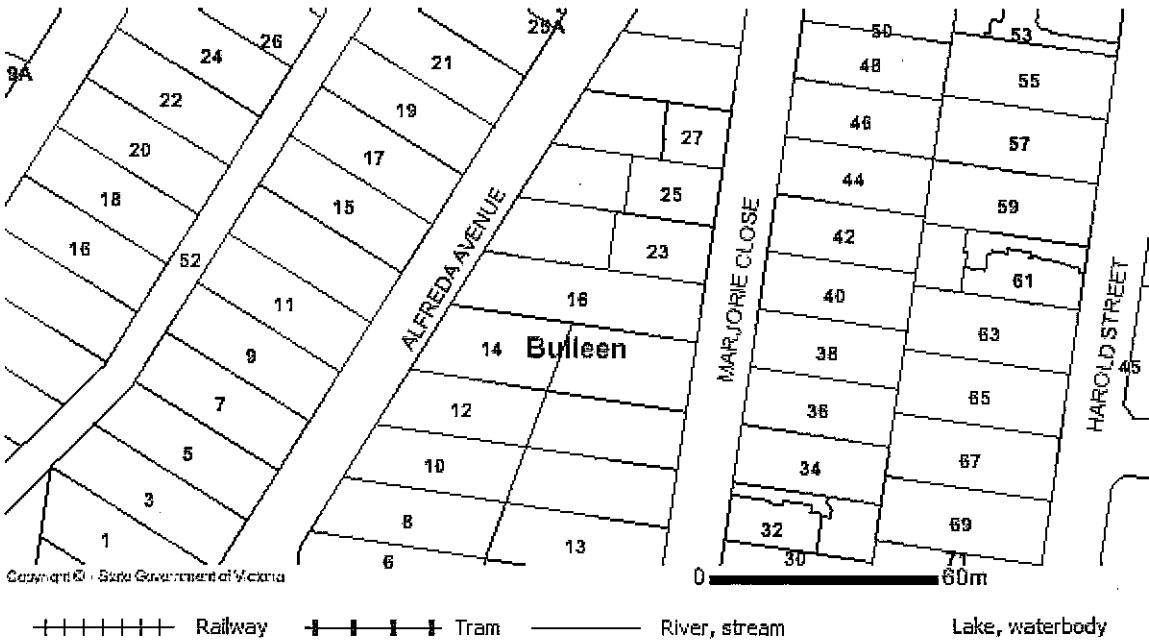
For other information about planning in Victoria visit www.planning.vic.gov.au

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Area Map



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Planning Property Report

from www.planning.vic.gov.au on 16 July 2018 01:58 PM

Address: 16 ALFREDA AVENUE BULLEEN 3105

Lot and Plan Number: Lot 344 LP12331

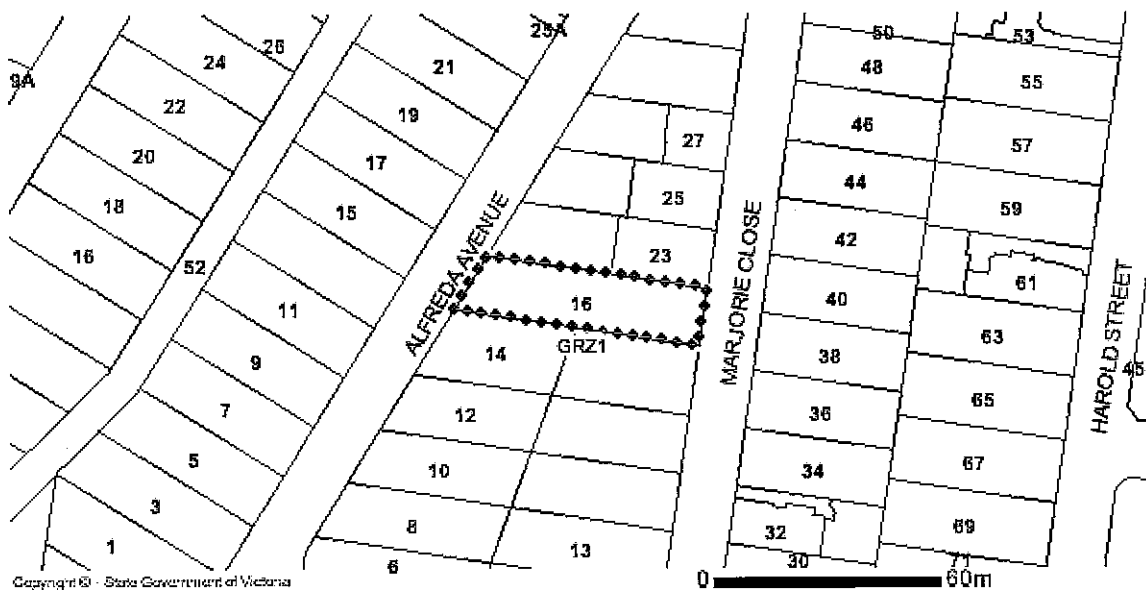
Local Government (Council): MANNINGHAM Council Property Number: 32954

Directory Reference: Melway 32 H10

Planning Zone

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFGZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	
		Urban Growth Boundary

+++++ Railway

--- Tram

— River, stream

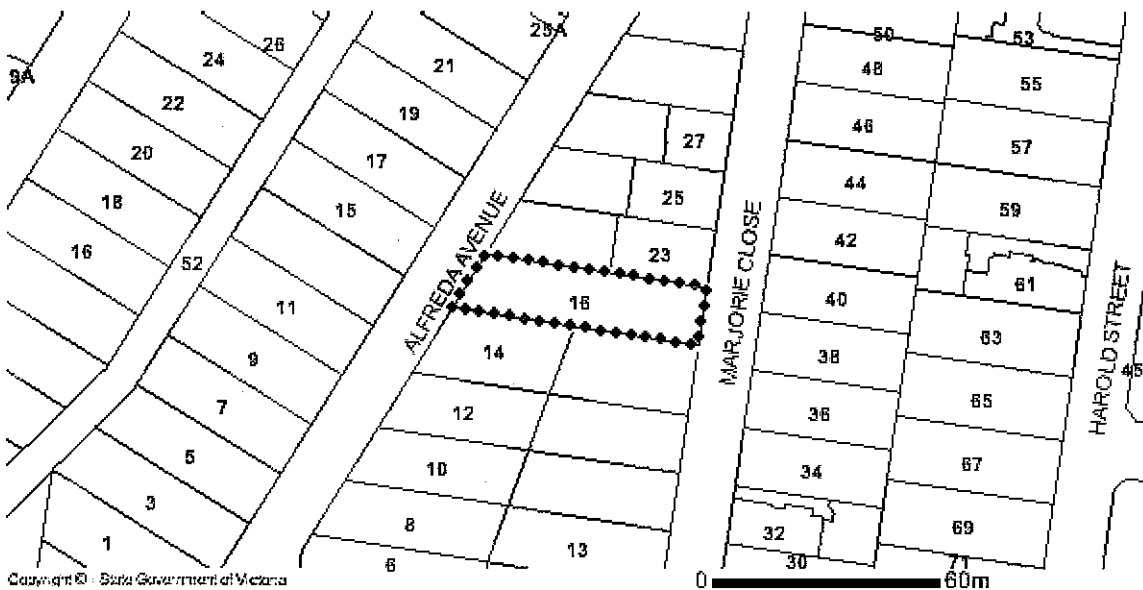
— Lake, waterbody

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Planning Overlay

None affecting this land



Overlays Legend

	AEO - Airport Environs		IPO - Incorporated Plan
	BMO - Bushfire Management		LSIO - Land Subject to Inundation
	CLPO - City Link Project		MAEO1 - Melbourne Airport Environs 1
	DCPO - Development Contributions Plan		MAEO2 - Melbourne Airport Environs 2
	DDO - Design & Development		NCO - Neighbourhood Character
	DDOPT - Design & Development Part		PO - Parking
	DPO - Development Plan		PAD - Public Acquisition
	EAD - Environmental Audit		RO - Restructure
	EMO - Erosion Management		RCD - Road Closure
	ESO - Environmental Significance		SBO - Special Building
	FD - Floodway		SLO - Significant Landscape
	HO - Heritage		SMD - Salinity Management
	ICPO - Infrastructure Contributions Plan		SRO - State Resource
			VPO - Vegetation Protection
	Railway		Tram
	River, stream		Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

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Further Planning Information

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

525433

APPLICANT'S NAME & ADDRESS

NORTH STAR CONVEYANCING C/- LANDATA
MELBOURNE

VENDOR

ROINIOTIS, IOANNIS

PURCHASER**REFERENCE**

18/0732

This certificate is issued for:

LOT 344 PLAN LP12331 ALSO KNOWN AS 16 ALFREDA AVENUE BULLEEN
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM 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/manningham>)

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

03 July 2018

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.

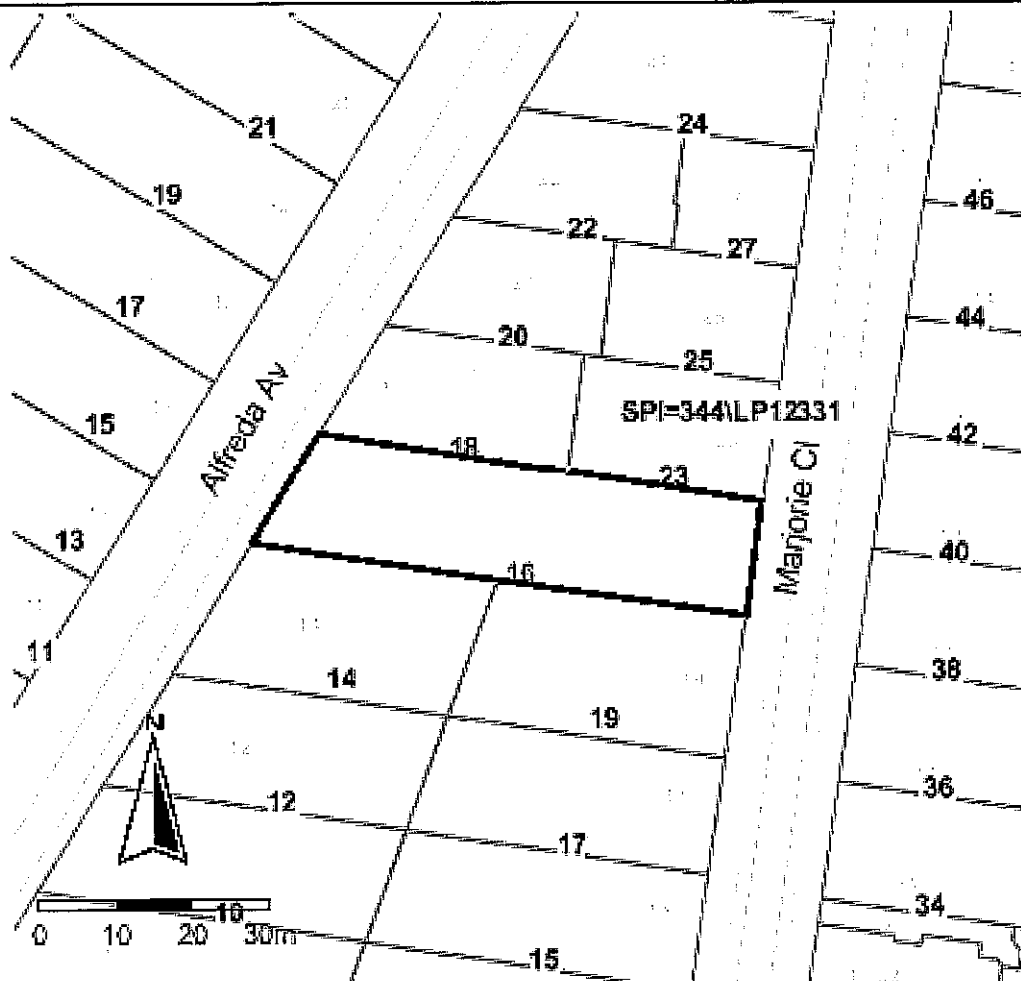
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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.

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



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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.

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

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

Applicant: North Star Conveyancing Group Pty Ltd
 PO Box 1197
 BUNDOORA VIC 3083

Issue Date: 05/07/2018

Certificate No: LIC-18/00467e

Your Reference: 18/0732

Property No.: 32954

Property Location: 16 Alfreda Avenue BULLEEN VIC 3105

Property Description: Lot 344 LP 12331 Vol 5424 Fol 733

Site Value: \$1850000

Capital Improved Value: \$1850000

Net Annual Value: \$92500

Level of Valuation: 01-01-2018

Effective Date of Valuation: 01-07-2018

Rates are levied on the Capital Improved Value.

Rate in the \$: 0.00146783

RATES, CHARGES AND OTHER MONIES For the year ending 30th June 2019

ESTIMATE ONLY

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

Description	Levied	Outstanding Arrears	Outstanding Current	Total Outstanding
General Rate	\$2715.40	\$0.00	\$2715.40	\$2715.40
Standard Waste Service	\$254.50	\$0.00	\$254.50	\$254.50
Larger 120L Garbage Bin	\$78.00	\$0.00	\$78.00	\$78.00
Fire Services Levy MFB	\$194.10	\$0.00	\$194.10	\$194.10
				\$3242.00

PLEASE NOTE: IN ACCORDANCE WITH SECTION 175(1), LOCAL GOVERNMENT ACT, 1989, THE OWNER MUST PAY ALL RATES AND CHARGES THAT ARE CURRENT OR IN ARREARS WHICH ARE DUE AND PAYABLE.

PAGE 2 OF THIS CERTIFICATE MAY CONTAIN IMPORTANT INFORMATION PERTAINING TO THIS PROPERTY

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **16 Alfreda Avenue BULLEEN VIC 3105**

Property No.: **32954**

Certificate No.: **LIC-18/00467e**

ADDITIONAL INFORMATION

Flood Level Information

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

Other

LOT 1+2+3+4 PS 803337M HAS NOT YET BEEN SEPARATELY ASSESSED FOR THE PURPOSE OF RATES AND CHARGES.

Detached Dwelling

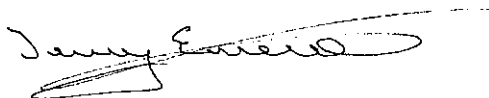
Important Notes:

- 1. This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)**
 2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
 3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
 4. Payments are subject to clearance by the bank.
 5. Council declared the rates and charges levied for the period **01/07/2018 to 30/06/2019 on 26/06/2018.**
 6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2018; 30/11/2018; 28/02/2019; 31/05/2019.**
-

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333

Receipt for the sum of \$26.30 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer



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

6th August 2018

NORTH STAR CONVEYANCING GROUP PTY LTD

Dear NORTH STAR CONVEYANCING GROUP PTY LTD,

RE: Application for Water Information Statement

Property Address:	21A MARJORIE CLOSE BULLEEN 3105
Applicant	NORTH STAR CONVEYANCING GROUP PTY LTD
Information Statement	30404877
Conveyancing Account Number	0112146437
Your Reference	18/0733

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 Encumbrance Statement
- Melbourne Water Encumbrance 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
ABN 93 065 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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

Yarra Valley Water Encumbrance

Property Address	21A MARJORIE CLOSE BULLEEN 3105
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



YARRA VALLEY WATER
ABN 93 089 902 501

Lucknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	21A MARJORIE CLOSE BULLEEN 3105
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STATEMENT UNDER SECTION 158 WATER ACT 1989

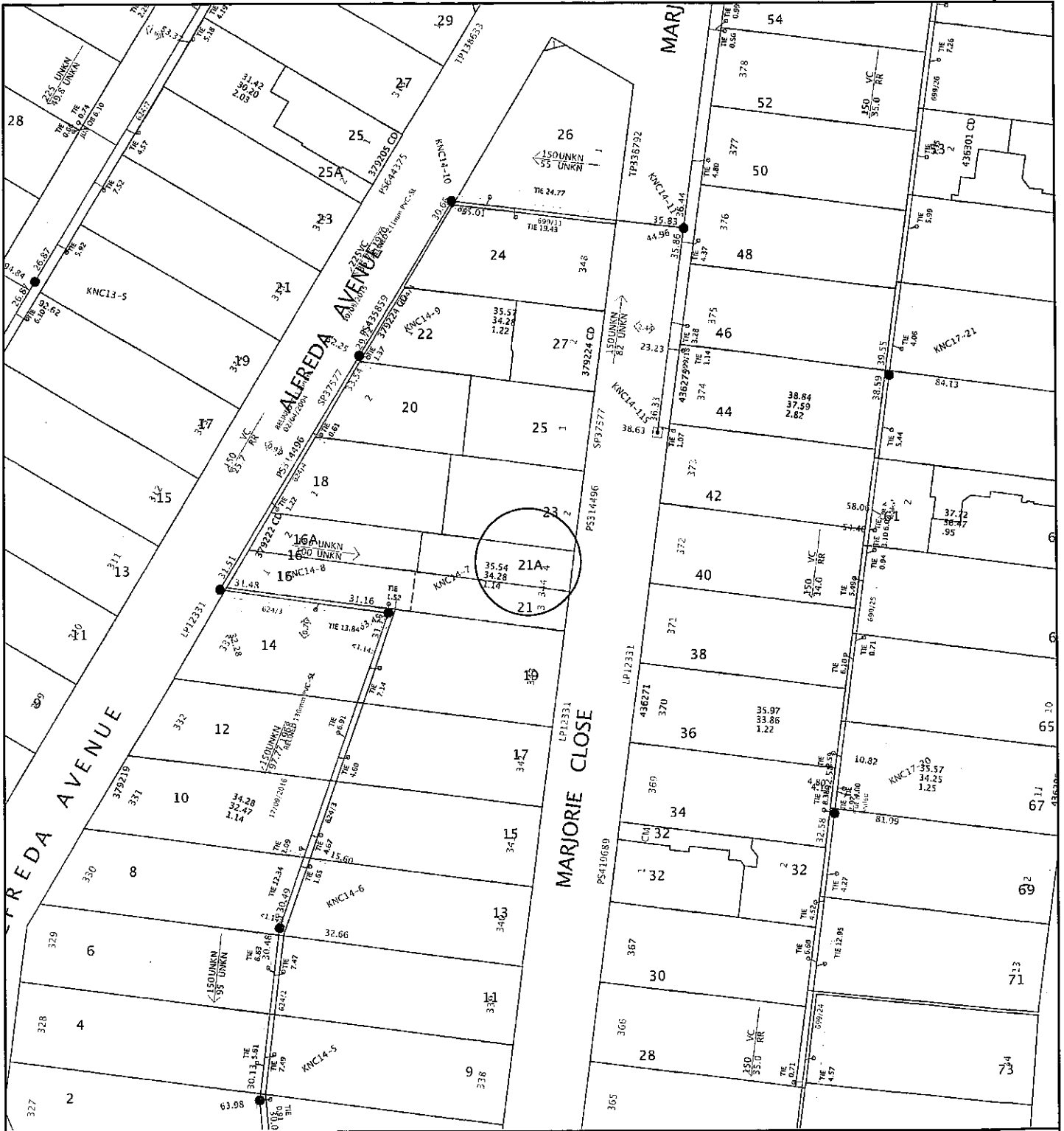
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30404877**

Address	21A MARJORIE CLOSE BULLEEN 3105
Date	06/08/2018
Scale	1:1000



ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

NORTH STAR CONVEYANCING GROUP PTY LTD
alex@nscg.com.au

RATES CERTIFICATE

Account No: 6796578489
Rate Certificate No: 30404877

Date of Issue: 06/08/2018
Your Ref: 18/0733

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
21A MARJORIE CL, BULLEEN VIC 3105	4/4 PS803337	5176157	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Step 1 – 9.000000kL x \$2.6436000 = \$16.41 Step 1 – 0.000000kL x \$2.6436000 = \$7.38 Estimated Average Daily Usage \$0.28	02-05-2018 to 27-07-2018	\$23.79	\$23.79
Residential Sewer Usage Charge 9.000000kL x 0.974790 = 8.773110 x 0.900000 = 5.445379 x \$2.0487000 = \$11.16 9.000000kL x 0.974790 = 8.773110 x 0.900000 = 2.450420 x \$1.1390000 = \$2.79 Estimated Average Daily Usage \$0.16	02-05-2018 to 27-07-2018	\$13.95	\$13.95
Other Charges:			
Interest		No interest applicable at this time	
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$37.74

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
16 ALFREDA AVE, BULLEEN VIC 3105	344\LP12331	1324214	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	02-08-2018 to 30-09-2018	\$12.80	\$12.80
Residential Sewer Service Charge	02-08-2018 to 30-09-2018	\$75.09	\$75.09
Parks Fee	01-07-2018 to 30-06-2019	\$77.10	\$77.10
Drainage Fee	01-07-2018 to 30-09-2018	\$25.39	\$25.39
Other Charges:			
Interest		No interest applicable at this time	
No further charges applicable to this property			
Balance Brought Forward			\$78.95
Total for This Property			\$269.33

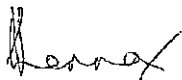
Total Due \$307.07

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER
ABN 93 068 902 501

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: 5176157

Address: 21A MARJORIE CL, BULLEEN VIC 3105

Water Information Statement Number: 30404877

HOW TO PAY



Billers Code: 344366
Ref: 67965784899



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5176157

Address: 21A MARJORIE CL, BULLEEN VIC 3105

Water Information Statement Number: 30404877

Cheque Amount: \$



YARRA VALLEY WATER
ABN 93 086 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

8th September 2017

GEORGE ROINIOTIS
care of
ryno1@bigblue.net.au

Dear GEORGE ROINIOTIS,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	282697
Property Address	16 ALFREDA AVENUE BULLEEN 3105
Service Location ID	1324214

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
<p>Brick Garages & Brick Carports Greater than 10 square metres</p> <ul style="list-style-type: none"> cannot build over the sewer main and 1m horizontal clearance is required
<p>Brick Fences and Retaining Walls including any interlocking block walls</p> <ul style="list-style-type: none"> brick fence and retaining walls - cannot build over the sewer main and 1m horizontal clearance is required retaining walls - a maximum 1m additional fill is allowed over the sewer main and a minimum 600mm cover must be maintained
<p>Excavation & Landscaping</p> <ul style="list-style-type: none"> can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m cannot be undertaken over the sewer main and 1m horizontal and 600mm vertical clearance is required, maximum fill over the sewer main is 1m cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required
<p>Driveway Vehicle Crossing / Crossover</p> <ul style="list-style-type: none"> for water hydrants, valves or fittings located within a proposed vehicle crossover must be relocated to an appropriately accessible location for sewer maintenance structures located within a proposed vehicle crossover, cover

levels match the surface level of the crossover

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley'.

John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any excavation and landscaping for a residential property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plans 'A' or 'D' for this structure
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Pad footings/ foundations are permitted
4. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. Maximum width allowed for eaves is 600 mm

For any brick fences and retaining walls including any interlocking block walls in the vicinity of sewer

mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. The maximum fill allowed over the sewer main is 1.0 m
6. A minimum 600 mm vertical clearance is to be maintained over the property connection branch
7. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any excavation and landscaping for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. You are required to maintain a minimum 1000 mm horizontal clearance from the outside edge of the sewer main or to the outside edge of the easement (whichever is greater)
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum fill allowed over sewer main is 1.0 m
7. A minimum vertical cover of 600 mm over the sewer main is required.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
Feature works must be easily relocatable.

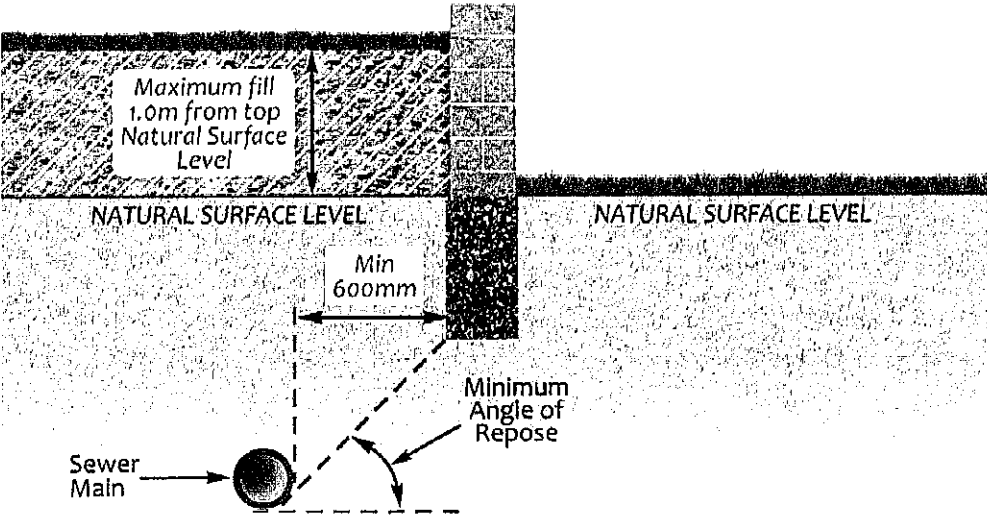
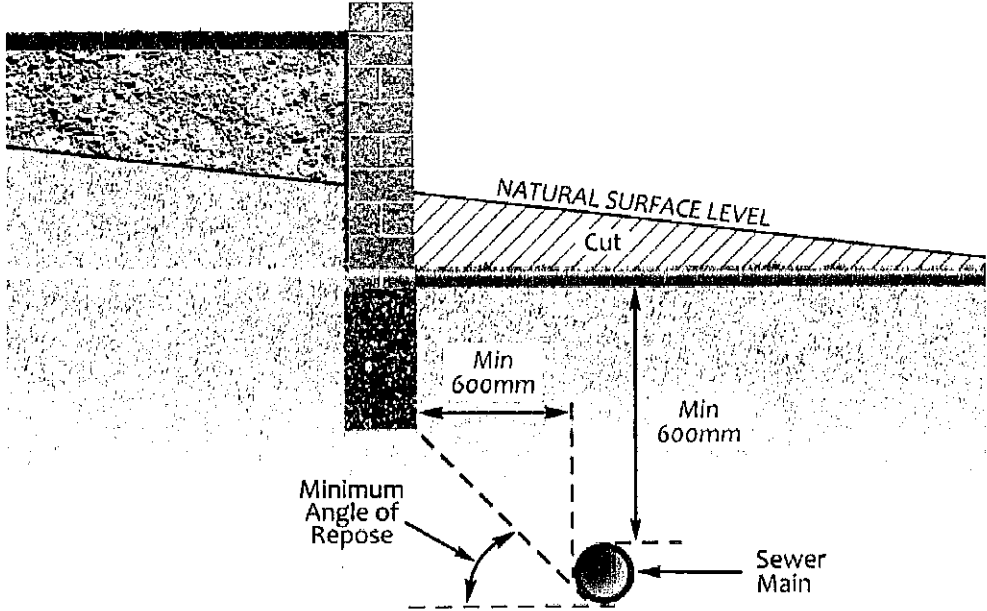
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

For any driveway vehicle crossing/ crossover proposed over Yarra Valley Water water mains the following apply:

1. Any water hydrants, valves or fittings that are located within the proposed vehicle crossover must be relocated to an appropriately accessible location, preferably in the nature strip and must maintain 1m horizontal clearance from the proposed and any existing vehicle crossovers. Relative positioning between hydrants, valves and fittings must be maintained in the relocation.
2. Sewer maintenance structures located within a proposed vehicle crossover must be altered to ensure cover levels match the surface level of the proposed crossover. If heavy covers are required to be fitted, they will need to comply with YVW's requirements.
3. Where relocation works are required the works are to be carried out by Yarra Valley Water at the Owner's expense.

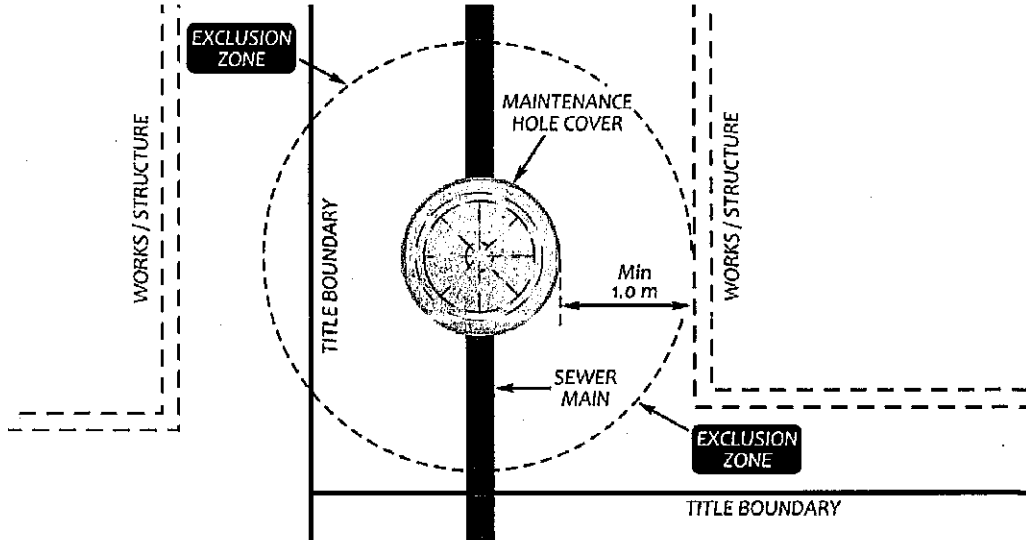
EXCAVATION - LANDSCAPING

EXCAVATION - CUT & FILL ADJACENT TO SEWER

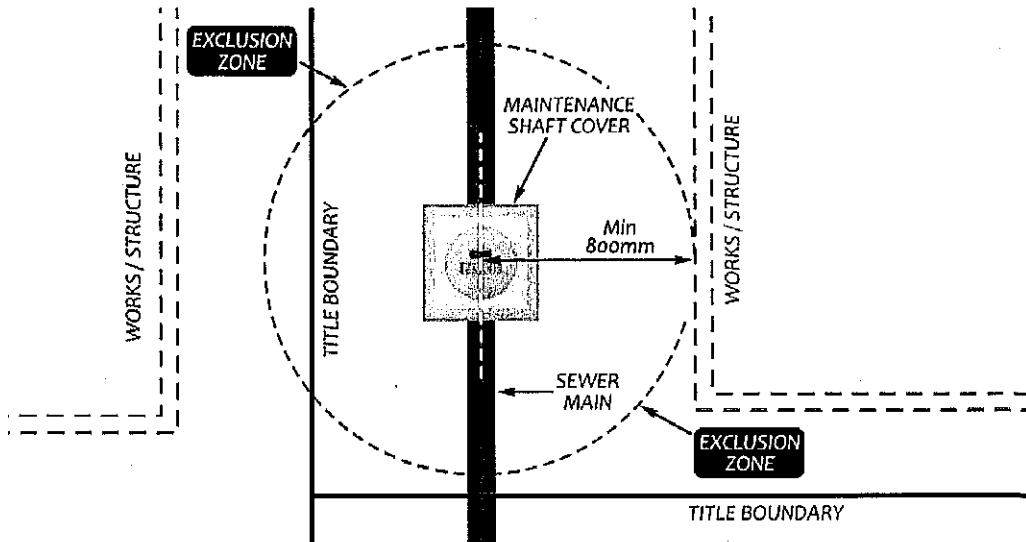


MAINTENANCE STRUCTURES

MAINTENANCE HOLE



MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



GARAGES, CARPORTS AND SHEDS FOR
SEWER MAINS GREATER THAN 3.5 METRES DEEP AND
SEWER MAINS GREATER THAN 225mm DIAMETER

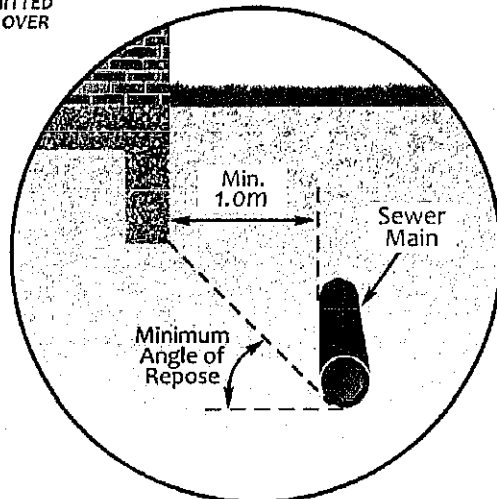
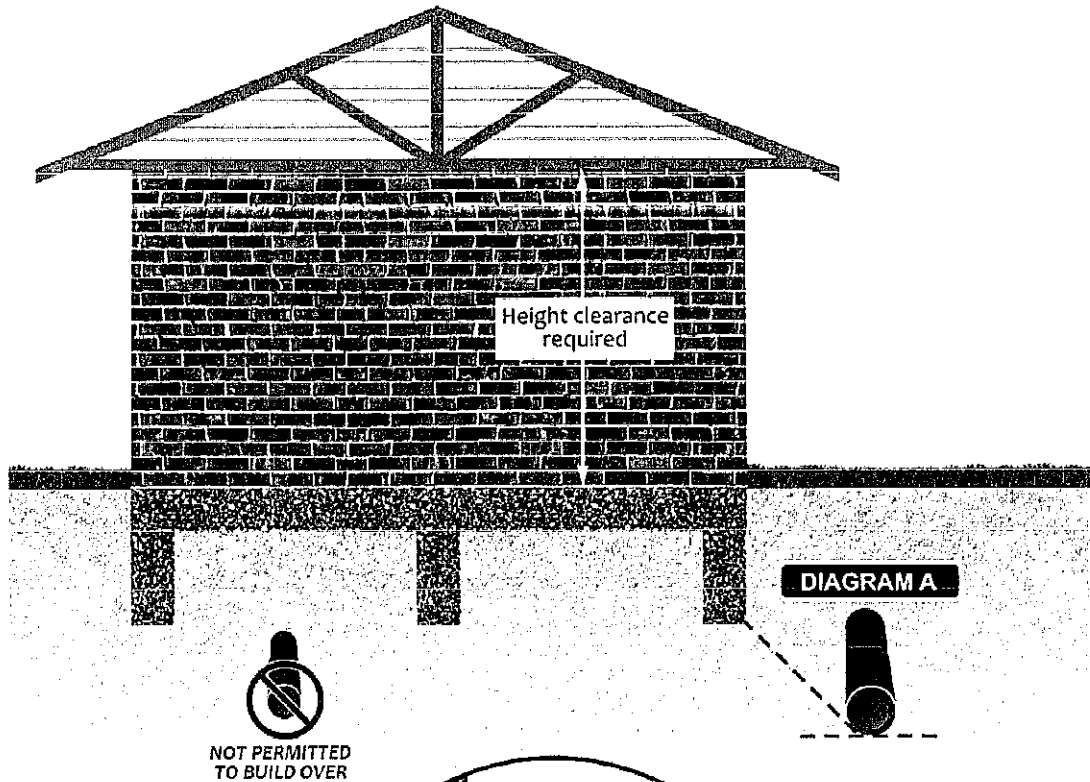
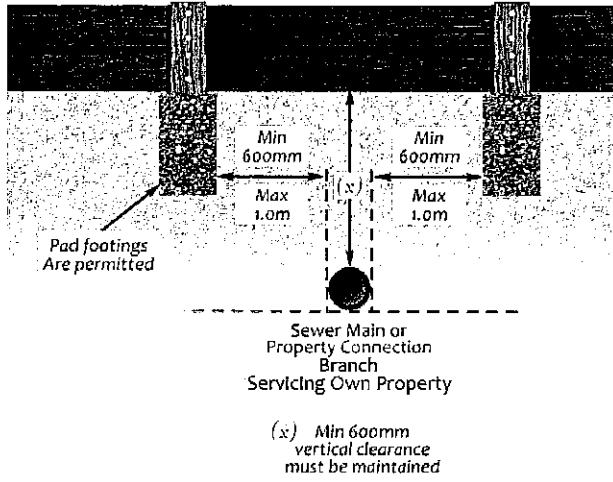


DIAGRAM A
Parallel to
sewer main

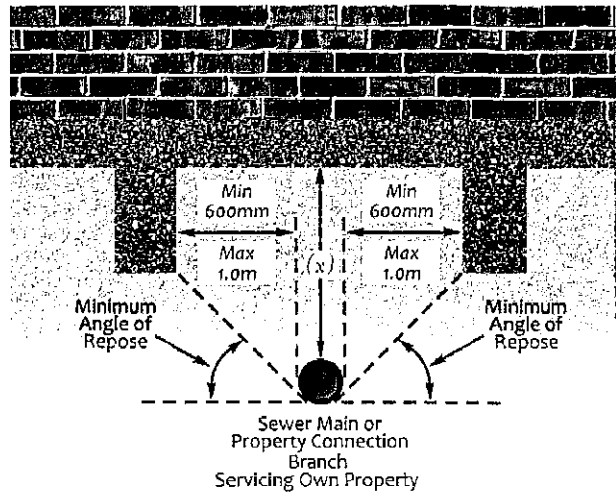
RETAINING WALLS

RETAINING WALLS

TIMBER

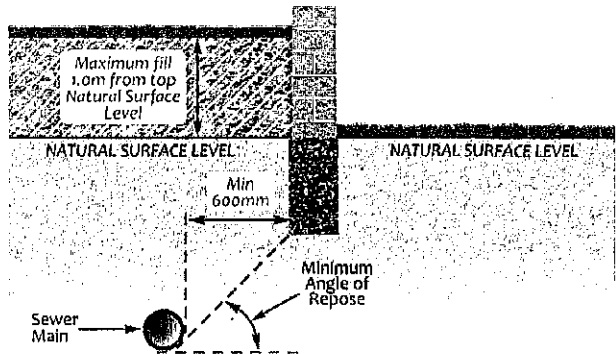
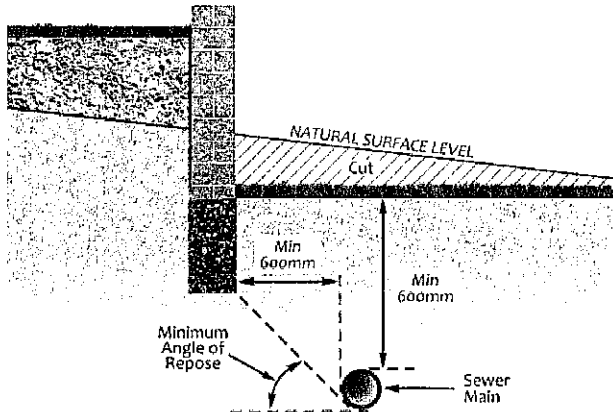


BRICK



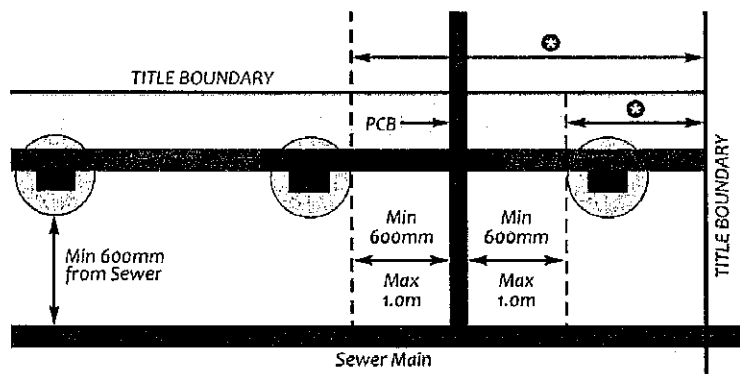
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



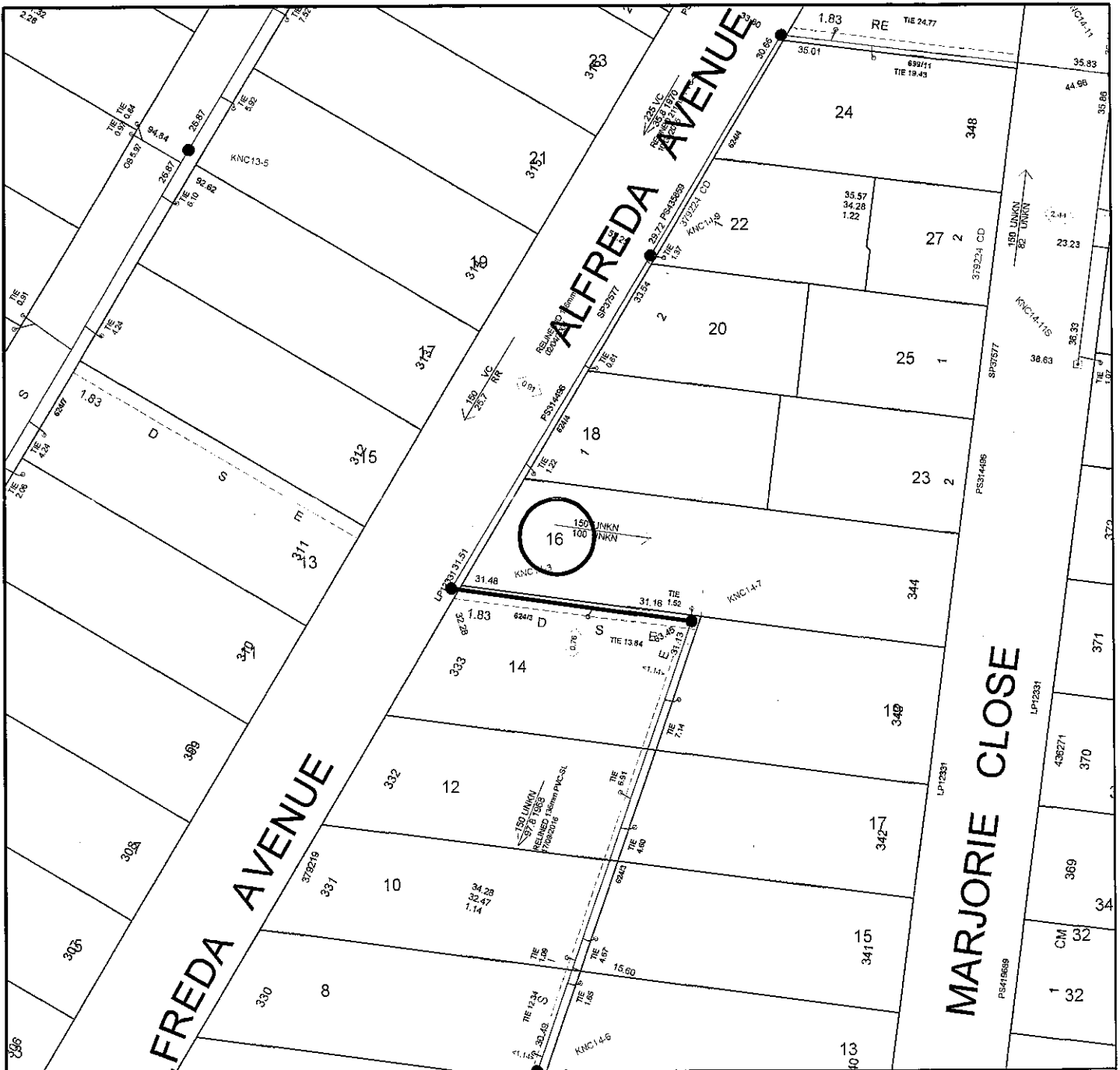
RETAINING WALLS - TIMBER OR BRICK

PROPERTY CONNECTION BRANCH SERVICING OWN PROPERTY



PCB - Property Connection Branch

⊛ - Measurements required with plans submitted



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 16 ALFREDA AVENUE BULLEEN 3105

Date	8/09/2017
Scale	750

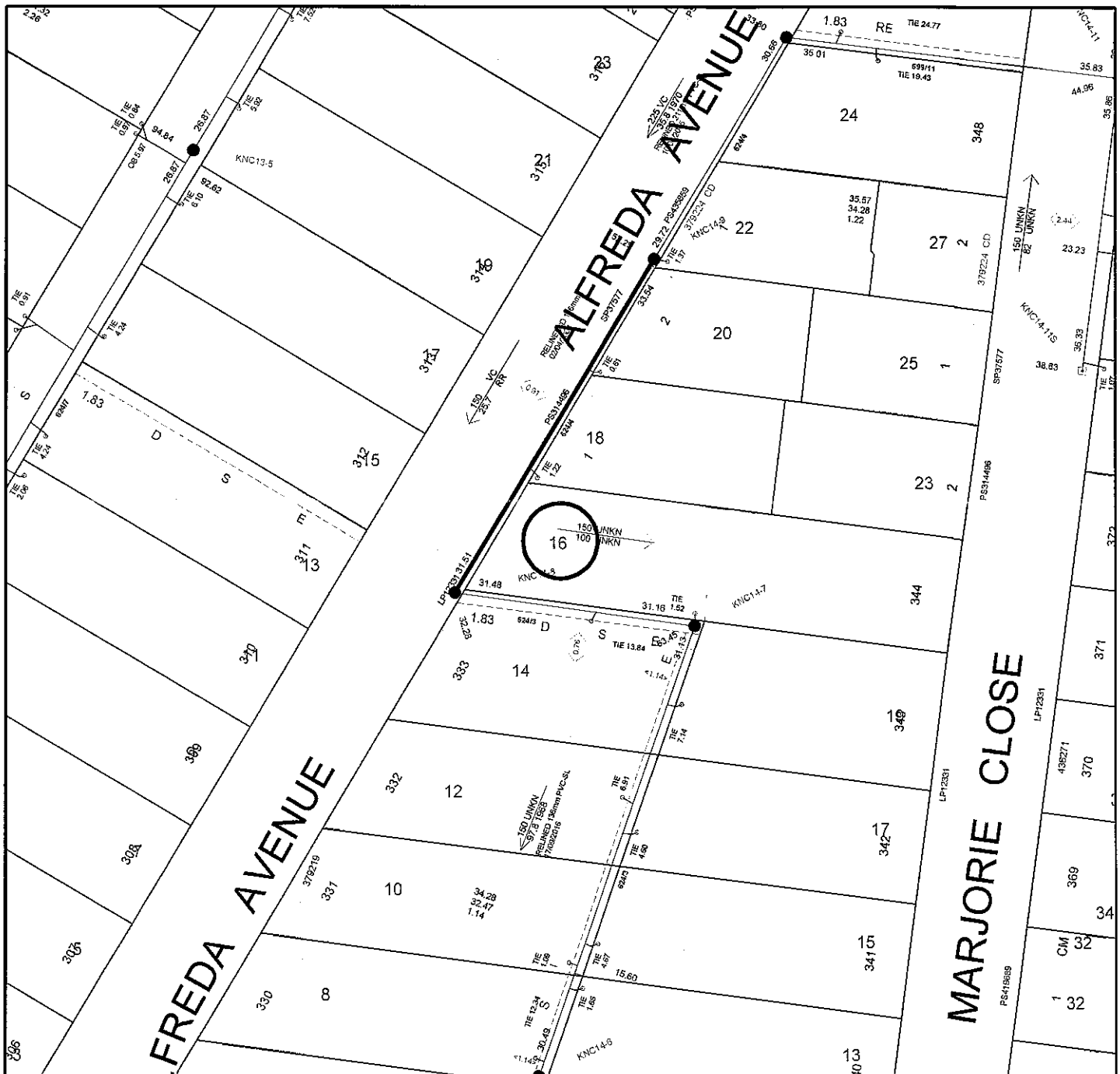


**Yarra
Valley
Water**

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Circular Access Point		Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Pipe Size: 150 Pipe Material: UNKN Average Depth (m): 3.56 Branch Length (m): 1.14 Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 1324214
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 16 ALFREDA AVENUE BULLEEN 3105

Date	8/09/2017
Scale	750



**Yarra
Valley
Water**

ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade

- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

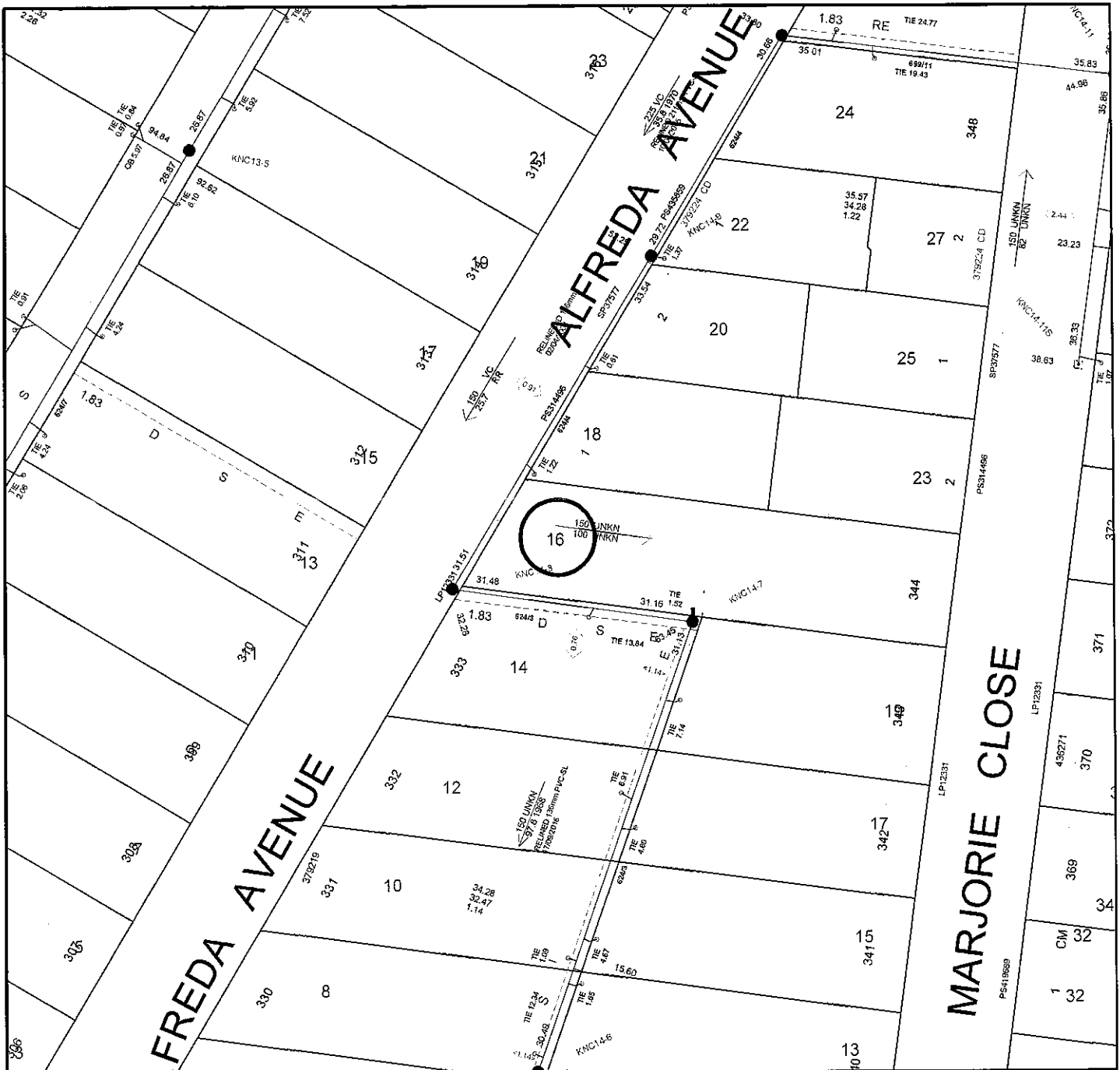
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 2.32
Branch Length (m): 1.14

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1324214



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 16 ALFREDA AVENUE BULLEEN 3105

Date	8/09/2017
Scale	750



**Yarra
Valley
Water**

ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

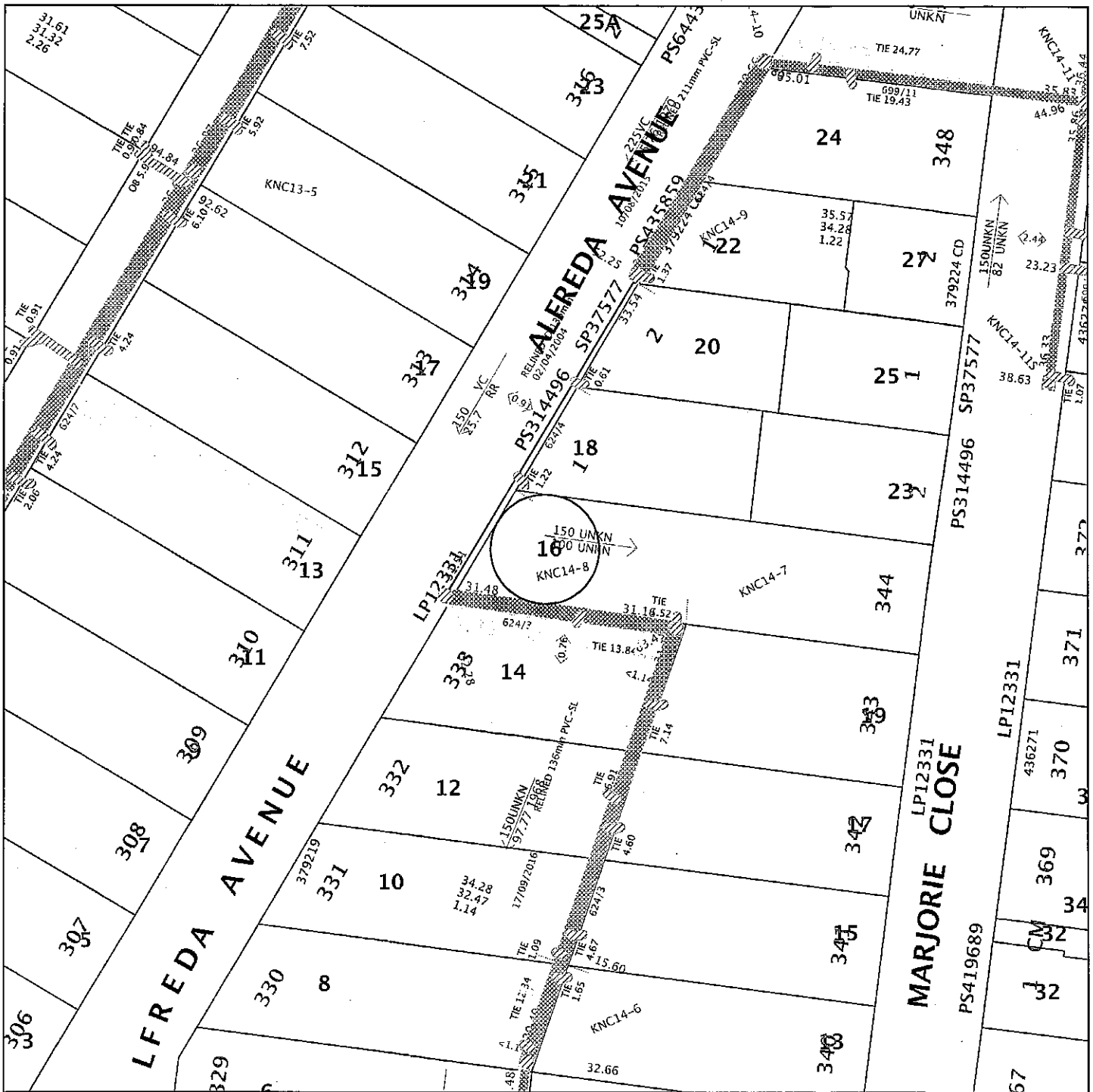
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: UNK
Branch Depth (m): 1.26
Branch Length(m) 1.14

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1324214



Yarra Valley Water Address 16 ALFREDA AVENUE BULLEEN 3105

Build Over Plan Reference: Plan A
General Structures

Date	08/09/2017
Scale	1:750



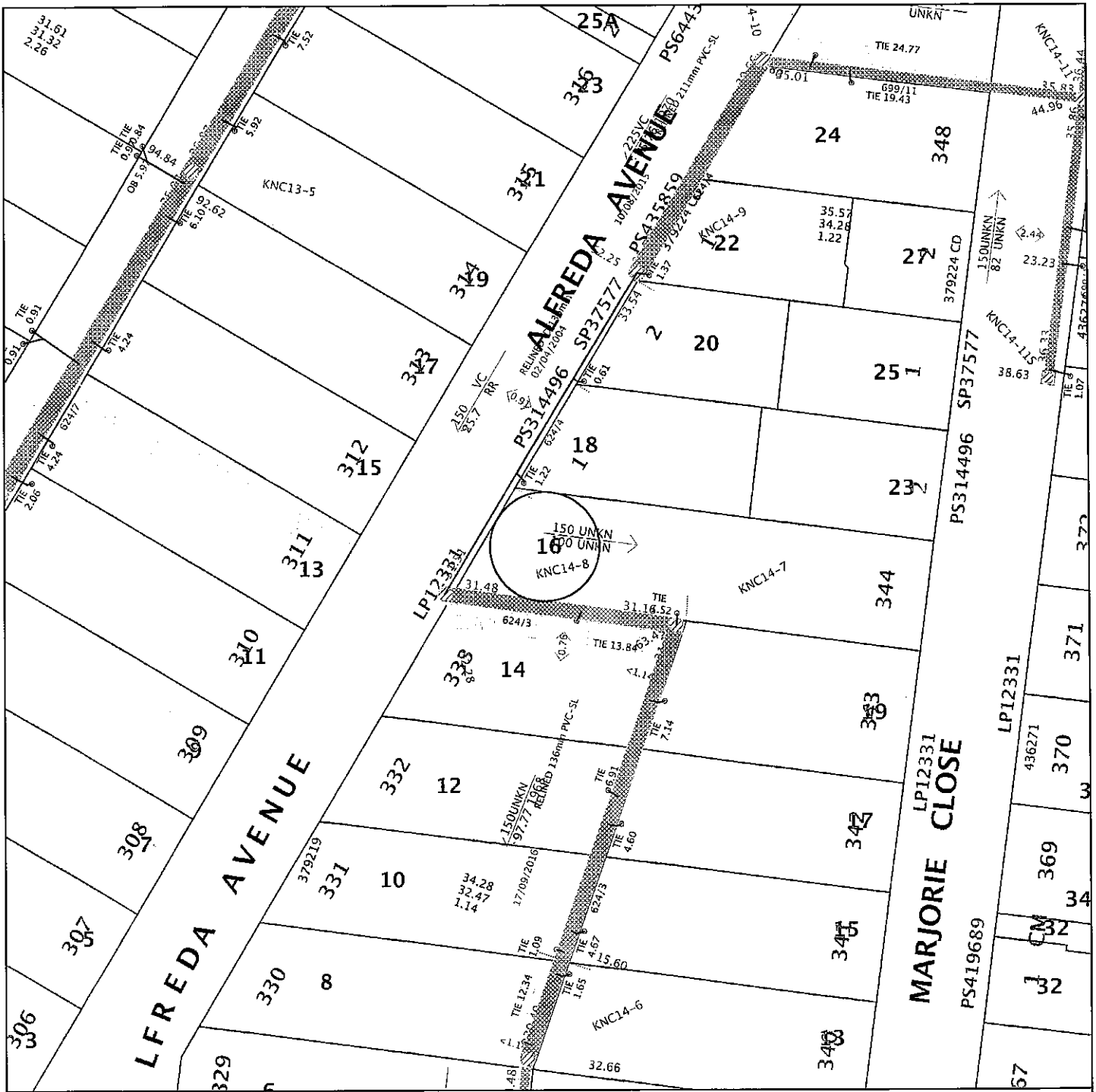
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 282697

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	---	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	—	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water Address 16 ALFREDA AVENUE BULLEEN 3105

Build Over Plan Reference: Plan D
General Structures

Date	08/09/2017
Scale	1:750



Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Yarra Valley Water Application ID: 282697

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

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Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	—	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Land Tax Clearance Certificate

Land Tax Act 2005



NORTH STAR CONVEYANCING GROUP PTY LTD

Your Reference: 18/0732
Certificate No: 23443384
Issue Date: 04 JUL 2018
Enquiries: CXC4

Land Address: 16 ALFREDA AVENUE BULLEEN VIC 3105

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11463289	344	12331	5424	733	\$3,255.00

Vendor: IOANNIS ROINIOTIS, PANAYIOTIS ROINIOTIS & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS ANASTASIA ROINIOTIS	2018	\$1,035,000	\$3,255.00	\$0.00	\$3,255.00

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

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. To request an update for this certificate go to:

www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,070,000

SITE VALUE: \$1,035,000

AMOUNT PAYABLE: \$3,255.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 23443384

Land ID: 11463289

Amount Payable: \$3,255.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0000325500<0000325500>023443384000<023443384000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 23443384

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,255.00

Taxable Value = \$1,035,000

Calculated as \$2,975 plus (\$1,035,000 - \$1,000,000)
multiplied by 0.800 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

North Star Conveyancing
1 Jones Crt
BUNDOORA 3083

Client Reference: 18/0732

NO PROPOSALS. As at the 3rd July 2018, 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®.

16 ALFREDA AVENUE, BULLEEN 3105
CITY OF MANNINGHAM

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

Date of issue: 3rd July 2018

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 28869029 - 28869029135004 '18/0732'

MANNINGHAM PLANNING SCHEME
Manningham City Council (responsible authority)

PLANNING PERMIT

Permit No.: PL18/000013

ADDRESS OF THE LAND

16 Alfreda Avenue BULLEEN VIC 3105

Lot 344 LP 12331 Vol 5424 Fol 733

THE PERMIT ALLOWS

4 lot subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans

1. The layout of the subdivision as shown on the approved plan must not be altered or modified without the prior written consent of the Responsible Authority.

Public Open Space Contribution

2. Before the issue of a Statement of Compliance, under Section 21 of the Subdivision Act 1988, an amount equal to 3% of site value Public Open Space Contribution must be paid to the Responsible Authority.

Telecommunications Conditions 3-4

3. The owner of the land must enter into an agreement with:
 - 3.1. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - 3.2. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
4. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - 4.1. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - 4.2. A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate



Signature for the responsible authority

Date Issued: 12/02/2018

that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Completion of works

5. Before the issue of a Statement of Compliance, the dwellings, landscaping and on-site detention system required by Planning Permit No. PL16/026454 must be constructed and/or completed to the satisfaction of the Responsible Authority. If these works are not completed the owner must enter into an Agreement under Section 173 of the Planning and Environment Act, 1987, with the Responsible Authority to ensure completion of these works. The agreement must be prepared and executed at the owner's cost. It is further required that this agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act 1987. The agreement may only be entered into if the plans of the development, landscaping and on-site detention system required by Planning Permit No. PL16/026454 have been approved.

Storm Water Maintenance

6. Before the issue of a Statement of Compliance, the owner of the land must enter into and execute an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the maintenance of the shared On-site detention system required by Planning Permit No. PL16/026454, unless individual systems are provided, or the system is constructed or proposed to be constructed wholly within common property shown on the plan of subdivision. It is further required that this agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act 1987. The agreement may only be entered into if the plans of the on-site detention system required by Planning Permit No. PL16/026454 have been approved. This agreement must be prepared and executed at the owner's expense.

Yarra Valley Water Conditions 7-8

7. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
8. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

United Energy Condition 9

9. The owner must enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.

Permit Expiry

10. Unless the subdivision approved by this permit is commenced within two (2) years of the date of this permit, and completed within five (5) years from certification of the plan, then this permit will lapse. The Responsible Authority may extend the commencement period referred to if a request is made in writing by the owner or occupier either before the permit expires or in accordance with Section 69 of the *Planning & Environment Act 1987*.



Signature for the responsible authority

Date Issued: 12/02/2018

Permit Notes:

- The commencement of a subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan under Section 6 of the Subdivision Act 1988. Completion is regarded as registration of the subdivision.
- Under Section 69 of the Planning and Environment Act 1987 the owner or occupier of the land may apply to extend a permit either:
 - before it expires; or
 - within 6 months of the expiry if the permit has not been acted on; or
 - within 12 months of the expiry of the permit if the development was started lawfully before the permit expired.
- Manningham Council is the Responsible Authority for the allocation of all new property addressing. For information or advice regarding the allocation of new addresses please contact Council's Property Services team on 9840-9242.
- For any questions or to request Yarra Valley Water consent to issue the Statement of Compliance please email Yarra Valley Water via easyACCESS@yvw.com.au including the property address in the subject field.



Signature for the responsible authority

Date Issued: 12/02/2018

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Precision Surveys who gave you access to SPEAR / this document. SPEAR Ref: S111904H 27/06/2018 12:07 pm

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- From the date specified in the permit; or
 - If no date is specified, from –
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case
-

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use,



Signature for the responsible authority

Date Issued: 12/02/2018

development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; and
- the permit expires if the plan is not certified within two years of the issue of the permit.

5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHEN ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



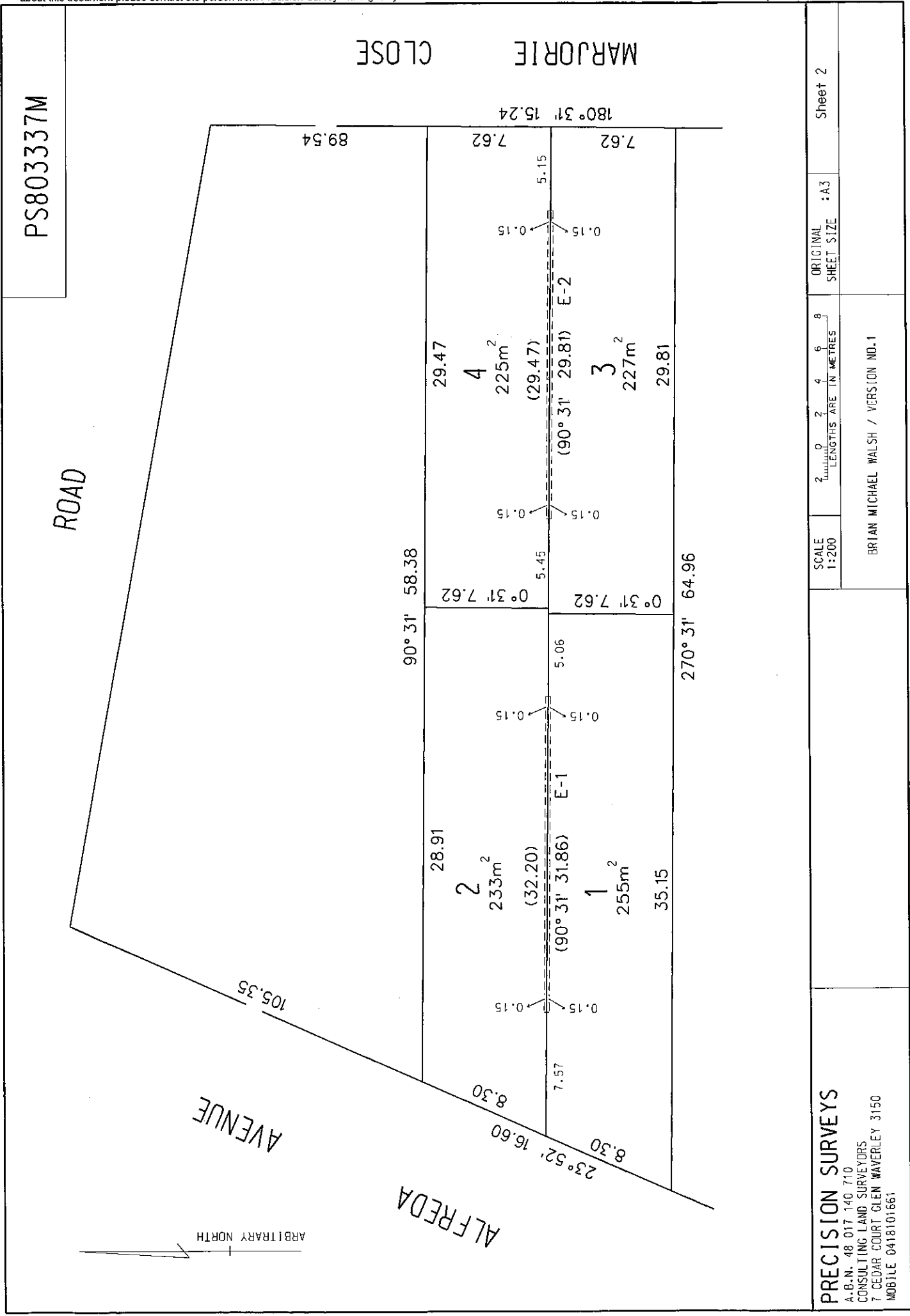
Signature for the responsible authority

Date Issued: 12/02/2018

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PLAN OF SUBDIVISION		EDITION 1	PS803337M	
<p>LOCATION OF LAND</p> <p>PARISH: BULLEEN PART OF UNWIN'S CROWN SPECIAL SURVEY TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: --- TITLE REFERENCES: VOL 05424 FOL 733</p> <p>LAST PLAN REFERENCE: LP12331 LOT 344</p> <p>POSTAL ADDRESS: 16 ALFREDA AVENUE BULLEEN VIC 3150</p> <p>MGA 94 Co-ordinates (of approx. centre of land in plan) E 332 454 ZONE 55 N 5 817 080</p>				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
<p>DEPTH LIMITATION: DOES NOT APPLY THIS IS NOT A STAGED SUBDIVISION THIS IS A SPEAR PLAN</p> <p>TITLE CONNECTION IS NOT TO SCALE</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS --- IN PROCLAIMED SURVEY AREA No ---</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS -SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p>				
EASEMENT INFORMATION				
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (ROAD)				
Easements and rights as implied under Section 12(2) of the Subdivision Act 1988 apply to all land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN	RELEVANT ADJOINING LOTS ON THIS PLAN
E-2	PARTY WALL	0.15	THIS PLAN	RELEVANT ADJOINING LOTS ON THIS PLAN
PRECISION SURVEYS		SURVEYORS FILE REF: 4681	ORIGINAL SHEET SIZE :A3	Sheet 1 of 3 Sheets
A.B.N. 48 017 140 710 CONSULTING LAND SURVEYORS 7 CEDAR COURT GLEN WAVERLEY VIC 3150 MOBILE 0418101661		BRIAN MICHAEL WALSH / VERSION NO.1		

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OWNERS CORPORATION SCHEDULE

PS803337M

Owners Corporation No. 1 Plan No. PS803337M
 Land affected by Owners Corporation Lots: 1 TO 4
 Common Property No.:

Limitations of Owners Corporation: LIMITED

Notations
 THE PURPOSE OF THIS OWNERS CORPORATION:
 THE OWNERS CORPORATION IS RESPONSIBLE FOR THE USE AND MAINTENANCE OF THE SEWER AND WATER SERVICES.

Totals		
	Entitlement	Liability
This schedule	400	400
Previous stages	0	0
Overall Total	400	400

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	100	100									
2	100	100									
3	100	100									
4	100	100									

PRECISION SURVEYS
 A.B.N. 48 017 140 710
 CONSULTING LAND SURVEYORS
 7 CEDAR COURT GLEN WAVERLEY VIC 3150
 EMAIL: precision_surveys@hotmail.com
 MOBILE 0418101661

SURVEYORS FILE REFERENCE: 4681

SHEET 3

ORIGINAL SHEET
 SIZE: A3

BRIAN MICHAEL WALSH / VERSION NO.1

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Building Act 1993
Building Interim Regulations 2017
Regulation 313
Form 2

Staged Permit

Building Permit No. 20180777/2

Issued to:

Owner ANASTASIA, PANAYIOTIS & IOANNIS ROINIOTIS
Address for Serving of Documents
Agent FOCUS PLANS & PERMITS PTY LTD

postal address

89 MOUNTAIN VIEW ROAD BALWYN NORTH 3104
PO BOX 458 BALWYN NORTH 3104
PO BOX 458 BALWYN NORTH 3104

Property details

Number 16 Lot 344 Street ALFREDA AVENUE Town BULLEEN
Title VOL 05424 FOL 733

Municipality MANNINGHAM CITY COUNCIL

Allotment Area (new dwellings): 939.86m²

Builder (if known)

Name: T L C CONSTRUCTIONS (VIC) PTY LTD
Address: 4/20 REEFTON COURT SOUTH MORANG

Telephone 0419 722 371
Postcode 3752

Details of Building Practitioners and Architects

PRACTITIONERS

Theo Alexiou DB-U 19706
Tony Tomevski DP-AD 19784
Rudolph Melchiori EC-1107

FUNCTION AND ENGAGEMENT

Engaged in various parts of the building work
Prepared documents only
Prepared documents only

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is - HIA INSURANCE SERVICES PTY LTD

Details of Relevant Planning Permit (if applicable) -

Planning Permit No.- PL16/026454

Planning Permit Date - 28-Feb-2017

Nature of Building Work

CONSTRUCTION OF 4 X DWELLING & ASSOCIATED GARAGES

Stage of work permitted: COMPLETION OF WORKS

Cost of Works \$815,000.00

Total floor area of new building work: 467.3m²

Building Classification

Part of Building: ALL PARTS BCA Classification: 1AII & 10A
Description: CONSTRUCTION OF 4 X DWELLING & ASSOCIATED GARAGES

Occupation of Building

AN OCCUPANCY PERMIT IS REQUIRED PRIOR TO USE OR OCCUPATION

Commencement and Completion

Work must be commenced by: 21-Mar-2019

Work must be completed by: 21-Mar-2020

Mandatory Inspection Requirements

1. Retaining wall Inspection
2. Framework Inspection
3. Occupancy permit Inspection

PRIVATE BUILDING SURVEYOR

Name: THEO ALEXOPOULOS

Signature: 

Registration No BSU-1574

Date of issue of permit 21-Mar-2018

Building Act 1993
Building Interim Regulations 2017
Regulation 313
Form 2

Staged Permit

Building Permit No. 20180777/2

ALTERNATIVE SOLUTION

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

1. NCC Vol.2; P2.1.1 & P2.2.2 Dts Part 3.5.3 - Wall cladding; Masterwall Insulated Façade System Cert No.CMA-CM40023-102-R00
2. NCC Vol.2; P2.3.1 Dts Part 3.7.1 - Fire Separation; GTEK Protect System (GTEK-PR25004)

PRESCRIBED REPORTING AUTHORITIES

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

<u>Prescribed Reporting Authorities</u>	<u>Matter Reported On</u>	<u>Regulation</u>
Manningham City Council	Legal point of discharge to be connected to the south-west of the property on the alfreda avenue road reserve (300mm diameter council stormwater drain)	Reg.610

PRIVATE BUILDING SURVEYOR

Name: THEO ALEXOPOULOS

Signature:



Registration No BSU-1574

Date of issue of permit 21-Mar-2018



New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS803337M
Certified: 20/03/2018
No. of Lots: 4
Council Name: Manningham City Council
Council Ref No: PL18/000013, SC18/000004
SPEAR Ref No: S111904H
Property: 16 ALFREDA AVENUE, BULLEEN VIC 3105

Lot Number	House Number	Road Name	Road Type	Locality
1	16	ALFREDA	AVENUE	BULLEEN
2	16A	ALFREDA	AVENUE	BULLEEN
3	21	MARJORIE	CLOSE	BULLEEN
4	21A	MARJORIE	CLOSE	BULLEEN

The above plan was unregistered at the time that these addresses were supplied by Council under Regulation 11 of the *Subdivision (Procedures) Regulations 2011*. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered. To view the plan on Vicmap, visit: <http://www.land.vic.gov.au/>, navigate to the Interactive Map and enter the plan number.

Date: 12/02/2018

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property details No: 16 UNIT 3 & 4 ONLY (AKA 21 & 21A MAJORIE CLOSE) LOT: 344 ALFREDA AVENUE BULLEEN 3105
Vol 05424 Fol 733

Municipal District

Manningham City Council

Building Permit Details

Building Permit No. 20180777/2

Version of BCA applicable to Permit

NCC Vol.2 2016

Building Details

Building to which permit applies

Construction of 4 x Dwelling & Associated Garages

Stages of Work Permitted

COMPLETION OF WORKS

Permitted use

As per plans

Part of Building to which permit applies

All parts

Maximum permissible floor live load

1.5

Maximum number of people accommodated

-

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation

Occupancy Permit No.

20180777/2

Date of issue

13/08/2018

Date of Occupancy Permit inspection

25/07/2018

Inspection Records

Framework Inspection (Units 3 & 4 Only)

Approval Date:

10/04/2018

Occupancy Permit inspection (Units 3 & 4 Only)

25/07/2018

Conditions to which this permit is subject

This Occupancy Permit is issued for Unit 3 & 4/16 Alfreda Avenue (AKA 21 & 21a Majorie Close) Bulleen Only.

PRIVATE BUILDING SURVEYOR

Name: THEO ALEXOPOULOS

Signature:

7. 

Registration No BSU-1574

Date of issue of permit 13-Aug-2018

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Performance Solution

A Performance Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

Relevant performance requirement	Details of performance solution
1. NCC Vol.2 Dts Part	NCC Vol.2; P2.1.1 & P2.2.2 Dts Part 3.5.3 - Wall cladding; Masterwall Insulated Façade System Cert No.CMA-CM40023-102-R00
2. NCC Vol.2 Dts Part	NCC Vol.2; P2.3.1 Dts Part 3.7.1 - Fire Separation; GTEK Protect System (GTEK-PR25004)

Prescribed Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed Reporting Authorities	Matter Reported On	Regulation
Manningham City Council	Legal point of discharge to be connected to the south-west of the property on the Alfreda avenue road reserve (300mm diameter council stormwater drain)	Reg.610

PRIVATE BUILDING SURVEYOR

Name: THEO ALEXOPOULOS

Signature:



Registration No BSU-1574

Date of issue of permit 13-Aug-2018

BUILDING ACT 1993
BUILDING REGULATIONS 2018
FORM 17 - REGULATION 200

CERTIFICATE OF FINAL INSPECTION

Issued to:

Owner **ANASTASIA, PANAYIOTIS & IOANNIS ROINIOTIS**
Postal address **89 MOUNTAIN VIEW ROAD BALWYN NORTH 3104**
Agent **FOCUS PLANS & PERMITS PTY LTD**
Postal address **PO BOX 458 BALWYN NORTH 3104**

Property details

Number 16 Lot No 344 Street ALFREDA AVENUE Town BULLEEN
Title VOL 05424 FOL 733

Municipal District MANNINGHAM CITY COUNCIL

Description of Building Work

Part of Building: ALL PARTS BCA Classification: 1AII & 10A
Description: CONSTRUCTION OF 4 X DWELLING & ASSOCIATED GARAGES

Display of Certificate of Final Inspection

For a building, or place of public entertainment, which has a required essential service, the approved location for display of this certificate and the annual essential services report (if applicable) is – n/a

Maintenance determination

A maintenance determination is Not required in accordance with regulation 215 of the Building Regulations 2018.

Directions

Any directions under Part 4 of the Building Act 1993 have been complied with.

Certificate

Certificate No. 20180777/1
Date of Inspection 9/04/2018

Pre-slab Inspection (units 3 & 4)	14/02/2018
Steel for slab Inspection (3 & 4)	15/03/2018
Pre-slab Inspection (Units 1 & 2)	5/03/2018
Steel for slab Inspection (Units 1 & 2)	6/03/2018
Final certificate Inspection (All Units)	9/04/2018

Private Building Surveyor

Name: THEO ALEXOPOULOS Registration No BSU-1574
Postal address 1 HOBSON STREET SOUTH YARRA

Signature:  Date of issue 25-Jul-2018

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.

(04/10/2016)

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)