Contract of Sale of Real Estate

NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)
Vendor

60 DALLAS DRIVE, DALLAS 3047
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 25198
info@viclandconveyancing.com.au

CONTRACT OF SALE OF REAL ESTATE

Property address: 60 Dallas Drive Dallas 3047

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 Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and 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 full terms of this contract.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

Print name(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 ...../...../20.....

Print name(s) of person(s) signing: NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)

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 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Jason Real Estate

Address: 201B Melrose Drive Tullamarine 3043

Email:

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

VENDOR

Name: NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)
ATF MUHAMAD HANIM FAMILY TRUST

Address:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3061

Email: info@viclandconveyancing.com.au

Tel: (03) 9357 7500 Mob: 0433 680 390 Fax: (03) 9357 9353 Ref: 25198

PURCHASER

Name:

Address:

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 –

Certificate of Title reference		being lot	on plan
Volume **08507**	Folio **307**	**48**	**PS058864**
Volume	Folio		

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **60 Dallas Drive Dallas 3047**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fittings and fixtures as inspected.

PAYMENT (general condition 11)

Price $

Deposit $ by ..... / ..... / 20..... (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 a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

SETTLEMENT (general condition 10)

is due on

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 gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

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*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on ..... / ..... /20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

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

TERMS CONTRACT (general condition 23)

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

SPECIAL CONDITIONS

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

Special Conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

FORM 2

Estate Agents Act 1980 *Regulation 5(a)*

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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 a 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. Version: 1 October 2014 Estate Agents

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 predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth),** not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must

provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise."

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable satisfaction of the purchaser, that either—
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of S27 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 does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply 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 adjustments 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 authorized for service on or by a legal practitioner.
(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 section29M 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.

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

In the interpretation of this 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;

(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.

2. LAND IDENTITY

The purchaser admits that the land offered for sale and inspected 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.

3. 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(1) of the *Sale of Land Act 1962*.

4. 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 the vendor's 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 and negatived.

5. RESTRICTIONS

The property is sold subject to all easements, covenants, leases/licences, 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 structures or buildings are constructed over any easements prior to signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

6. CONDITION OF PROPERTY

The purchaser acknowledges:

(a) the property and the chattels are purchased in their existing condition.

(b) 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.

(c) they have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.

(d) they shall not be entitled to make any objection requisition or claim for compensation in respect of the condition or state or repair of the land and 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 or 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.

7. 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.

8. 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 on and no such information, representation or warranty has been relied on;

(c) the Purchaser has relied on its own enquiries and inspection of the Property including all improvements, fixtures, fittings and 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 Purchaser's 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 purpose of the improvements, fixtures, fittings or Chattels.

(g) This contract forms the entire agreement between the Vendor and the Purchaser.

9. DEFAULT

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

(a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;

(b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;

(c) Accommodation expenses necessarily incurred by the vendor;

(d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;

(e) Vendors legal costs of $250.00 plus GST for delayed settlement and fee for rescheduling settlement after the contract date at $150.00 plus GST and rescission costs (if applicable);

(f) Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

10. INTEREST ON DEFAULT

General Condition 26 does not apply to this Contract and instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.

11. ADJUSTMENTS AND OUTGOINGS

11.1 The purchaser must prepare and deliver to the vendor a statement of adjustments of the outgoings at least 5 business days before the settlement date together with copies of all current certificates for the outgoings.

11.2 If the purchaser does not comply with additional special condition 11.1:

(a) the purchaser must pay the vendor's legal practitioner's additional costs of $250.00 plus GST for urgent review of the statement of adjustments;

(b) the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser delivers the statement of adjustments to the vendor; and

(c) the purchaser must pay default interest under general condition 26 calculated from and including the date settlement is due to and including the date settlement actually occurs.

12. NOMINATION

To effect the nomination pursuant to general condition 18, the purchaser must deliver to the vendor's legal practitioner a copy of the nomination form duly executed by the named purchaser at least 14 days prior to settlement. The amount of $300.00 plus GST in payment of the vendor's additional legal costs is required to effect any nomination.

13. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

14. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

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

14.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

14.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

14.4 This Special Condition will not merge on completion

15. NOTICES

Any demand, notice or document by any party to this contract may be made or given by the representative for that party as set out in the contract or contract note or as otherwise advised to the other party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his said representatives at their respective addresses as named in the contract or contract note or as otherwise notified or if served in any other manner authorised by the Supreme Court Rules for service of documents upon parties on their legal practitioners.

16. GUARANTEE AND INDEMNITY

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

17. SETTLEMENT

17.1 Settlement shall take place no later than 5.00 pm (eastern standard time) on the settlement date failing which settlement shall be deemed to take place on the next business day.

17.2 Settlement shall take place at the offices of the vendor's representative or at such other place as the vendor directs.

17.3 The purchasers legal representative is required to provide all certificates when providing adjustments for the property.

18. SETTLEMENT AGENT APPOINTMENT

The purchaser acknowledges that the vendor has appointed Vicland Conveyancing as their agent for the purpose of completing this transaction and for directing the payment of all monies payable pursuant to this Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

19. GOODS AND SERVICE TAX (GST)

The sale price for the property is exclusive of Goods and Services Tax ("GST"). Should GST be or become payable on the sale of this property the price will be increased by the amount of GST so payable.

19.1 In this clause "GST" refers to goods and services tax under "A New Tax System (Goods and Services) Act 1999/1 (GST Act) and the terms used have the meanings as defined in the GST Act.

19.2 The Purchaser acknowledges that the property is residential premises under the GST Act.

19.3 The Purchaser agrees that the property will from the date of completion continue to be residential premises under the GST Act.

19.4 In the event of the Vendor being liable for GST because of the Purchaser's failure to comply with special condition 19.3;

The Purchaser agrees to pay to the Vendor within 14 days after the Vendor's liability for GST on this sale being confirmed by correspondence or an assessment, the amount of GST, including any additional penalty and interest;

The Vendor will if requested by the Purchaser deliver to the Purchaser a tax invoice in a form which complies with the GST Act and the regulations.

19.5 This condition shall not merge with settlement but shall enure thereafter for the benefit of the Vendor.

20. FOREIGN INVESTMENT REVIEW BOARD

The purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act 1975 (Cth) do not apply to the purchaser or this purchase and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty.

21. 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 person on behalf of the Vendor and which is not set out in this Contract is negatived and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of 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.

22. SEVERABILITY

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

23. 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.

24. GOVERNING LAW

This contract is governed by the laws of the State of Victoria.

GST NOTICE TO PURCHASER

The above property is either an existing residential premises or commercial premises and therefore the purchaser is not required to withhold GST.

GUARANTEE AND INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor:

1. **HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

   (a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.

   (b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.

   (c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.

   (d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

2. As a separate and continuing covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

VENDOR:

PURCHASER:

GUARANTOR:

DATED the day of 2024

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SCHEDULE 1
Regulations 4, 5

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

* No bids may be made on behalf of the vendor of the land.

OR

* The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[#One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.
It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

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 (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.

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("THE ACT")

Vendor:	**NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)**
Property:	**60 DALLAS DRIVE DALLAS 3047**

1. Outgoings and Statutory Charges

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

a. are as follows: or
are contained in the attached certificate/s.

Authority	Amount	Interest
1. Hume City Council	$2,000.00 approx.	
2. Yarra Valley Water	$refer to attached certificate	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably expect to have knowledge of are as follows:

b. Their total does not exceed $5,000.00 approx.

c. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act including the amount owing under the charge:

2. Insurance details in respect of the land

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

No such insurance has been effected
Particulars of vendor's insurance policy:

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

No such insurance has been effected.
Particulars of vendor's required insurance: **See attached.**

3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

i. Description: **refer to attached title search.**

ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: **None to the vendors knowledge.**

(b) This land is **NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

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

(d) in the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme:

(ii) name of the responsible authority: **Hume City Council**

(iii) zoning of the land: **General Residential Zone**

(iv) name of any planning overlay affecting the land:
Refer to attached property report.

Are contained in the attached certificate/s.

4.Notices made in respect of land

(a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:

Not applicable.

(b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Not applicable.

(c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Not applicable.

5.Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): **Not applicable.**

6. Information relating to any owners corporation

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

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***) - *Delete as appropriate

* Particulars of work-in-kind agreement: n/a
* Is contained in the attached certificate/s and / or notice/s: n/a

8. **Disclosure of non-connected services**

The following services **NOT** connected to the land are marked ☒

☐ electricity supply
☐ gas supply
☐ water supply
☐ sewerage
☒ telephone services

9. Evidence of title

Attached are copies of the following document/s concerning Title:

(a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

(b) in any other case, a copy of—
  (i) the last conveyance in the chain of title to the land; or
  (ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—
  (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(e) If the land is part of a staged subdivision, if the land is in the second or subsequent stage, a copy of the plan of the first stage

Please note additional requirements for staged subdivisions and further subdivisions within the meaning of the ***Subdivision Act, 1988***.

PLEASE NOTE:

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

DATE OF THIS STATEMENT ____ / ____ / 20____

Name of the Vendor

NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)

Signature/s of the vendor

×

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

DATE OF THIS ACKNOWLEDGMENT ____ / ____ / 20____

Name of the Purchaser

Signature/s of the Purchaser

×

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08507 FOLIO 307 Security no : 124113415539T
Produced 14/03/2024 06:00 PM

LAND DESCRIPTION

Lot 48 on Plan of Subdivision 058864.
PARENT TITLE Volume 08398 Folio 796
Created by instrument B374452 02/10/1964

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NURBAITY PROPERTY PTY LTD of 23 CLIFTON ROAD GREENVALE VIC 3059
AT002933Y 19/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP058864 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 60 DALLAS DRIVE DALLAS VIC 3047

DOCUMENT END

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Delivered by LANDATA®, timestamp 14/03/2024 18:03 Page 1 of 2
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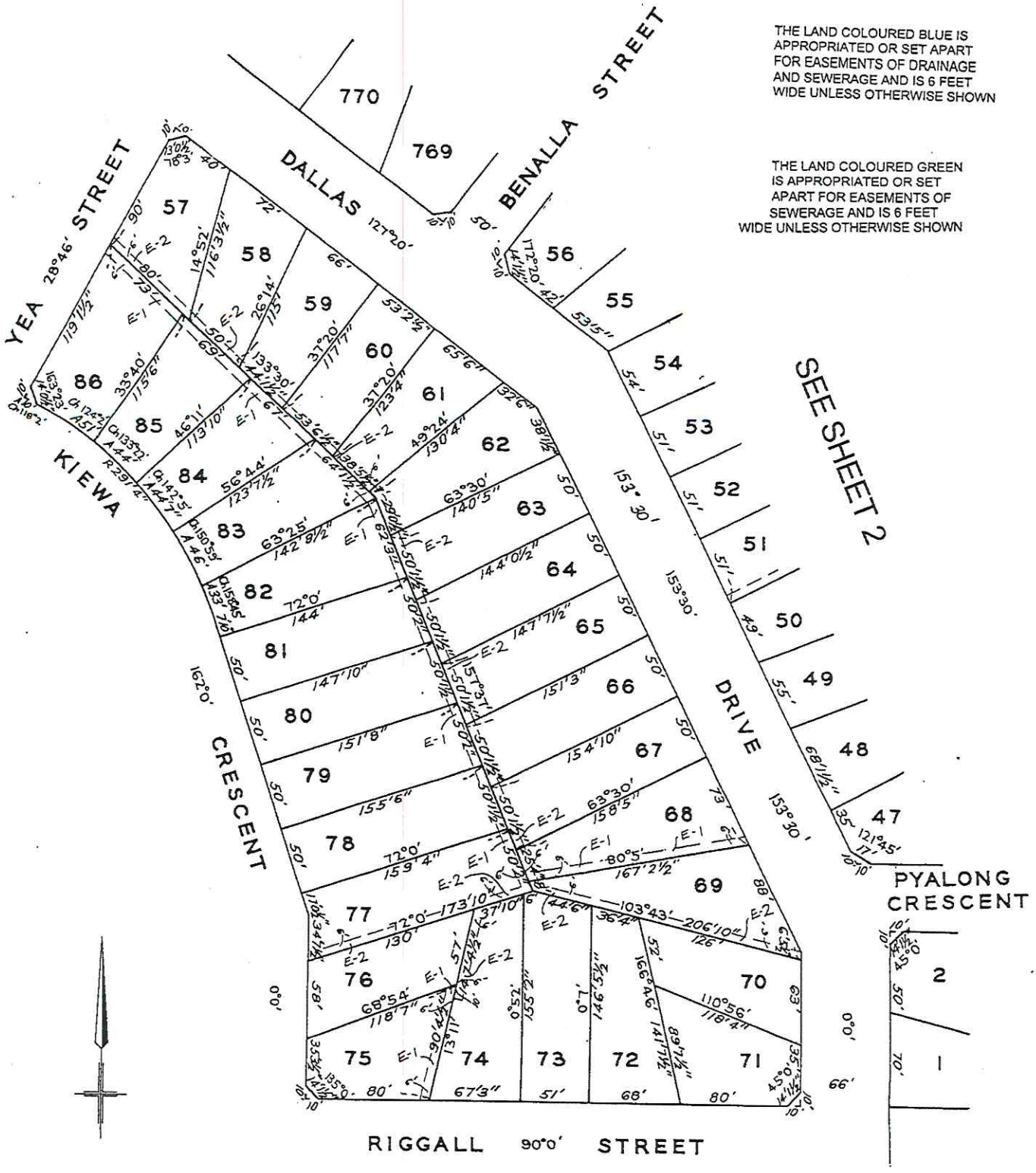
LP58864
EDITION 1
APPROVED 27/7/64

PLAN OF SUBDIVISION OF
PART OF CROWN PORTION B SECTION II
PARISH OF WILL WILL ROOK
COUNTY OF BOURKE
SCALE OF FEET

COLOUR CONVERSION
E-1 = BLUE
E-2 = GREEN

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

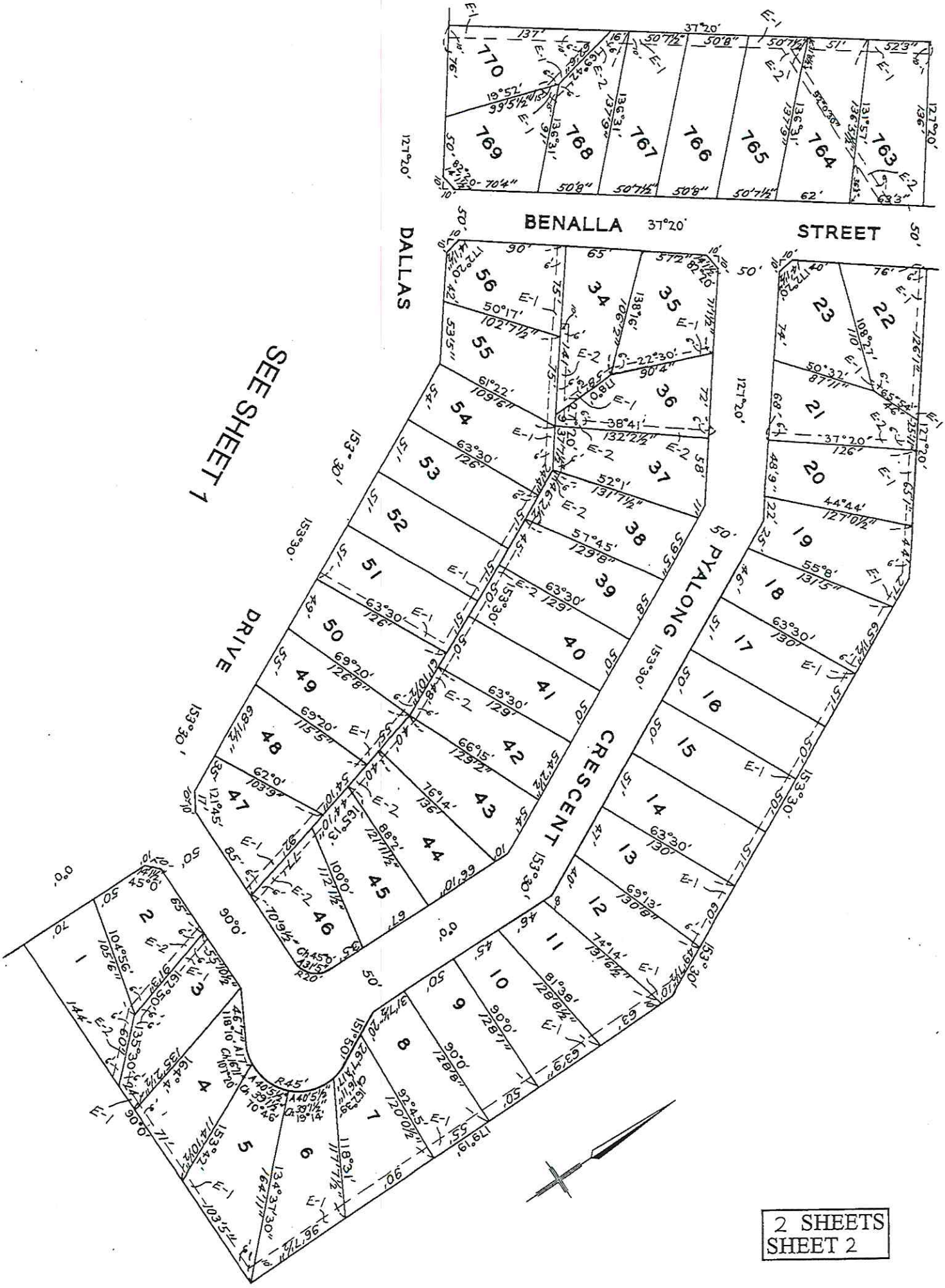
THE LAND COLOURED GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF SEWERAGE AND IS 6 FEET WIDE UNLESS OTHERWISE SHOWN



2 SHEETS
SHEET 1

Delivered by LANDATA®, timestamp 14/03/2024 18:03 Page 2 of 2

LP 58864



UNITECH CONSULTANTS PTY LTD

ACN 006 871 647

P.O Box 453
Patterson Lakes Vic 3197
Ph 9017-1988

REPORT ON BUILDING DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)

DWELLING AND INSPECTION DETAILS

DATE OF REPORT 7 MARCH 2024 DATE OF INSPECTION 7 MARCH 2024

PROPERTY DETAILS

STREET NUMBER 60 LOT NUMBER 48

STREET DALLAS DRIVE

SUBURB/TOWN DALLAS POSTCODE 3047

MUNICIPALITY CITY OF HUME

OWNER(S)

NAME(S) NURBAITY PROPERTY PTY LRTD
GIVEN NAME **SURNAME**

NAME(S) N/A N/A
GIVEN NAME **SURNAME**

CONTACT ADDRESS 60 DALLAS DRIVE

DALLAS POSTCODE 3047

CONTACT TELEPHONE NUMBER(S) 0497 943 207

SERVICES CONNECTED TO THE PROPERTY AND THEIR CONDITION

The services connected to the building are sewerage, gas, electricity and water. The services are currently in operational condition.

IF APPLICABLE, THE CONDITION OF ALL SAFETY MEASURES THAT MUST BE MAINTAINED PURSUANT TO THE BUILDING REGULATIONS 2018 (including copy of the essential services reports)

NOT APPLICABLE

INSPECTION DETAILS

TIME OF ARRIVAL 3:30pm TIME OF DEPARTURE 4:20pm

WEATHER CONDITION AT TIME OF INSPECTION SUNNY

INSPECTOR

NAME H VAN RAVENSTEIN BUILDING PRACTITIONER BSU1098

SIGNATURE (RECOGNISED PERSON OR AGENT)

DESCRIPTIVE SUMMARY OF DWELLING

SITE

SIDE OF STREET EAST SITE FALLS TO REAR

CONSTRUCTION

FOOTINGS: STRIP
STUMPS: CONCRETE
FLOOR: TIMBER
WALL STRUCTURE: CONCRETE
ROOF PITCH PITCHED
WALL LINING (INTERNAL): CONCRETE/PLASTER
ROOF FRAME: TIMBER
WALL CLADDING (EXTERNAL): CONCRETE
ROOF CLADDING: TILES
CEILING LINING: PLASTER
WINDOW FRAMES: ALUMINIUM
NO. OF STOREYS: 1

SERVICES

SEWERAGE SYSTEM: YES
HEATING: YES
GAS SUPPLY: YES
AIR CONDITIONING: EVAPORATIVE
INTERCOM: N/A
INSINKERATOR: NO
HOT WATER SYSTEM: YES
DUCTED VACUUM SYSTEM: NO
ELECTRICITY SUPPLY: YES
ALARM SYSTEM: NO
WATER SUPPLY: YES
OTHER: N/A
ESSENTIAL SAFETY MEASURES: N/A

ATTACHED STRUCTURES

ATTACHED GARAGE: NO
ATTACHED CARPORT: NO
ATTACHED PERGOLA: NO
OTHER: N/A

DESCRIPTION OF THE BUILDING AND MATERIALS USED IN CONSTRUCTION

The building project encompasses modifications to the current kitchen, which included the installation of new cabinets. Additionally, it involved alterations to an existing bathroom, which included re-tiling of the walls and floor, as well as installing new cabinets and a toilet.

There were no second-hand materials nominated by the owner.

N

AREAS OF THE BUILDING/S INACCESSIBLE AT THE TIME OF INSPECTION:

The plumbing, footings, framework, subfloor frame, sub floor ventilation, weepholes, stormwater drainage, flashing, waterproof membranes and roof space.

DEFECTS

1. KITCHEN – The cabinet shelves have been overcut for the drains to the kitchen sinks
2.

END

CONDITION AND STATUS OF INCOMPLETE WORK

1. BATHROOM – The entry door is existing and has not been fully painted. There is no shower screen fitted to the shower enclosure.
2. KITCHEN – Exhaust ducting from the rangehood into the roof space is not covered and the area is not sealed

END

CONDITIONS

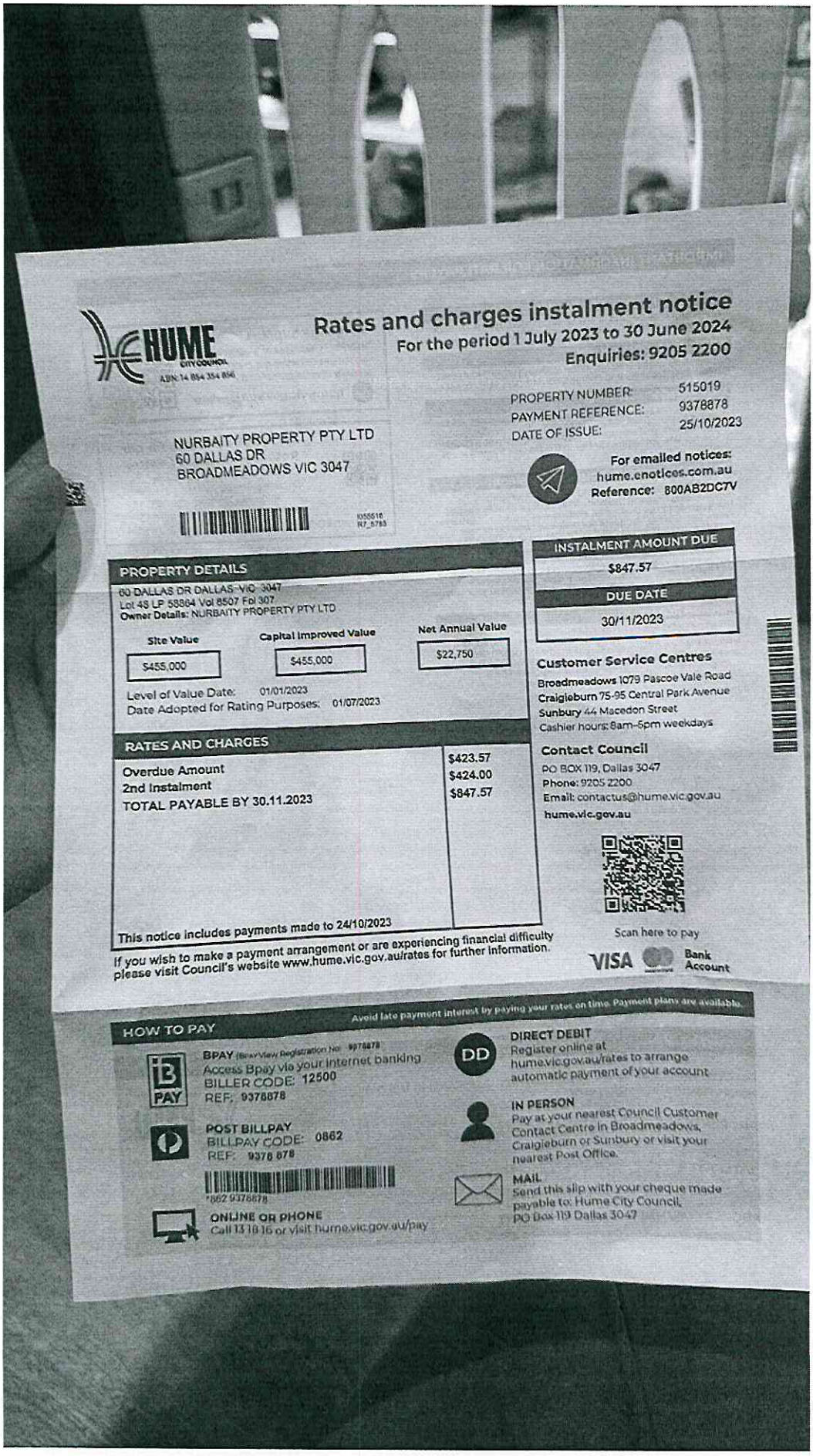
Reports listing defects in the building/s to include, but are not restricted to conditions of the following building elements:

- Site drainage
- Footings
- Subfloor
- Frame
- External walls
- Internal walls and ceiling
- Floor and wall tiling
- External roof
- Internal roof conditions
- Built-in fittings/joinery
- Doors/windows
- Fireplaces/solid fuel heaters
- Plumbing and drainage
- Fixed appliances
- Flyscreens
- Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas, where constructed as part of the major domestic building contract

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plant or trees have been removed,
- no samples have been taken or tested,
- no moisture testing or tanking has been checked,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- the external wall cladding has not been tested,
- no items of furniture of chattels have been moved,
- the fixings of the roof or its coverings or flashings have not been checked,
- the roof, walls and/or balcony has not been water tested.
- the balcony has not been water tested.
- the footings, including stumps, piers or footing slab have not been checked so as to determine its depth or adequacy and any excavation works near such footing are taken as being approved by the relevant building surveyor and as such are unable to report that any such part of the structure is free from defect.
- no enquires of drainage, sewerage or water authorities have been made,
- there were no visible signs that tanking or other waterproofing been provided to any walls timber or brick which are at or below ground level,
- no plans, specification, building permit or other contract documents have been sighted for the purposes of inspecting the dwelling and providing this report,
- no special investigation of insect attack (e.g., borer, termite etc.) has been made and any reference to this has been based on a casual inspection.
- we have not inspected woodwork, steelwork or other parts of the structure, which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect
- No inspection or assessment of the solar panels, operation or installation.

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.



HUME CITY COUNCIL
ABN: 14 864 354 856

Rates and charges instalment notice

For the period 1 July 2023 to 30 June 2024
Enquiries: 9205 2200

NURBAITY PROPERTY PTY LTD
60 DALLAS DR
BROADMEADOWS VIC 3047

PROPERTY NUMBER: 515019
PAYMENT REFERENCE: 9378878
DATE OF ISSUE: 25/10/2023

For emailed notices:
hume.enotices.com.au
Reference: 800AB2DC7V

PROPERTY DETAILS

60 DALLAS DR DALLAS VIC 3047
Lot 48 LP 58864 Vol 8507 Fol 307
Owner Details: NURBAITY PROPERTY PTY LTD

Site Value	Capital Improved Value	Net Annual Value
$455,000	$455,000	$22,750

Level of Value Date: 01/01/2023
Date Adopted for Rating Purposes: 01/07/2023

INSTALMENT AMOUNT DUE
$847.57
DUE DATE
30/11/2023

RATES AND CHARGES

Overdue Amount	$423.57
2nd Instalment	$424.00
TOTAL PAYABLE BY 30.11.2023	$847.57

This notice includes payments made to 24/10/2023

If you wish to make a payment arrangement or are experiencing financial difficulty please visit Council's website www.hume.vic.gov.au/rates for further information.

Customer Service Centres
Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am–5pm weekdays

Contact Council
PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

Scan here to pay
VISA Bank Account

HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.

BPAY (BillerView Registration No: 9378878)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9378878

POST BILLPAY
BILLPAY CODE: 0862
REF: 9378 878
*862 9378878

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council,
PO Box 119 Dallas 3047

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

14th March 2024

Vicland Conveyancing

Dear Vicland Conveyancing,

RE: Application for Water Information Statement

Property Address:	60 DALLAS DRIVE DALLAS 3047
Applicant	Vicland Conveyancing
Information Statement	30835567
Conveyancing Account Number	2400680000
Your Reference	

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

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

Yarra Valley Water Property Information Statement

Property Address	60 DALLAS DRIVE DALLAS 3047

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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

Melbourne Water Property Information Statement

Property Address	60 DALLAS DRIVE DALLAS 3047

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water **Information Statement Number: 30835567**	Address	60 DALLAS DRIVE DALLAS 3047
	Date	14/03/2024
	Scale	1:1000

N

Yarra Valley Water

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	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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

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

Vicland Conveyancing
Info@Viclandconveyancing.Com.Au

RATES CERTIFICATE

Account No: 0483804416
Rate Certificate No: 30835567

Date of Issue: 14/03/2024
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
60 DALLAS DR, DALLAS VIC 3047	48\LP58864	1201799	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	$20.04	$20.04
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	$114.46	$114.46
Parks Fee *	01-01-2024 to 31-03-2024	$21.10	$21.10
Drainage Fee	01-01-2024 to 31-03-2024	$29.38	$29.38
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
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	$184.98

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1201799

Address: 60 DALLAS DR, DALLAS VIC 3047

Water Information Statement Number: 30835567

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 04838044160

Amount Paid		Date Paid		Receipt Number	

PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

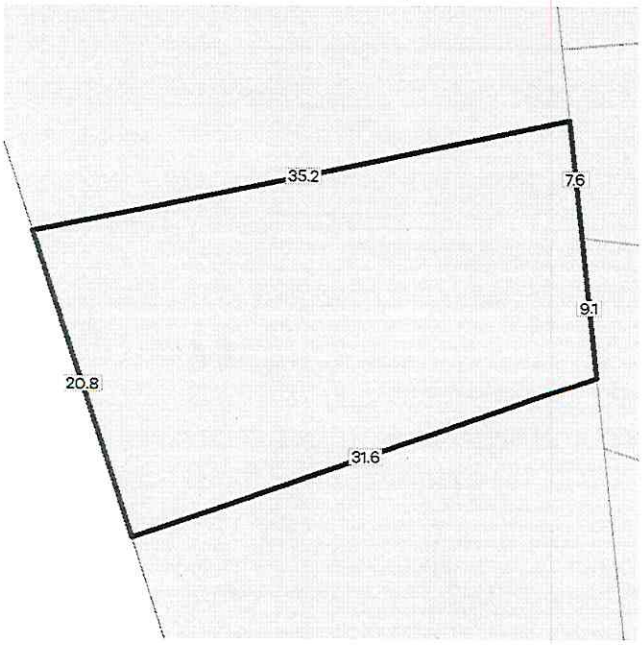
From www.land.vic.gov.au at 14 March 2024 06:00 PM

PROPERTY DETAILS

Address:	**60 DALLAS DRIVE DALLAS 3047**
Lot and Plan Number:	**Lot 48 LP58864**
Standard Parcel Identifier (SPI):	**48\LP58864**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**515019**
Directory Reference:	**Melway 7 B6**

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 621 sq. m
Perimeter: 104 m
For this property:
—— Site boundaries
—— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BROADMEADOWS**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

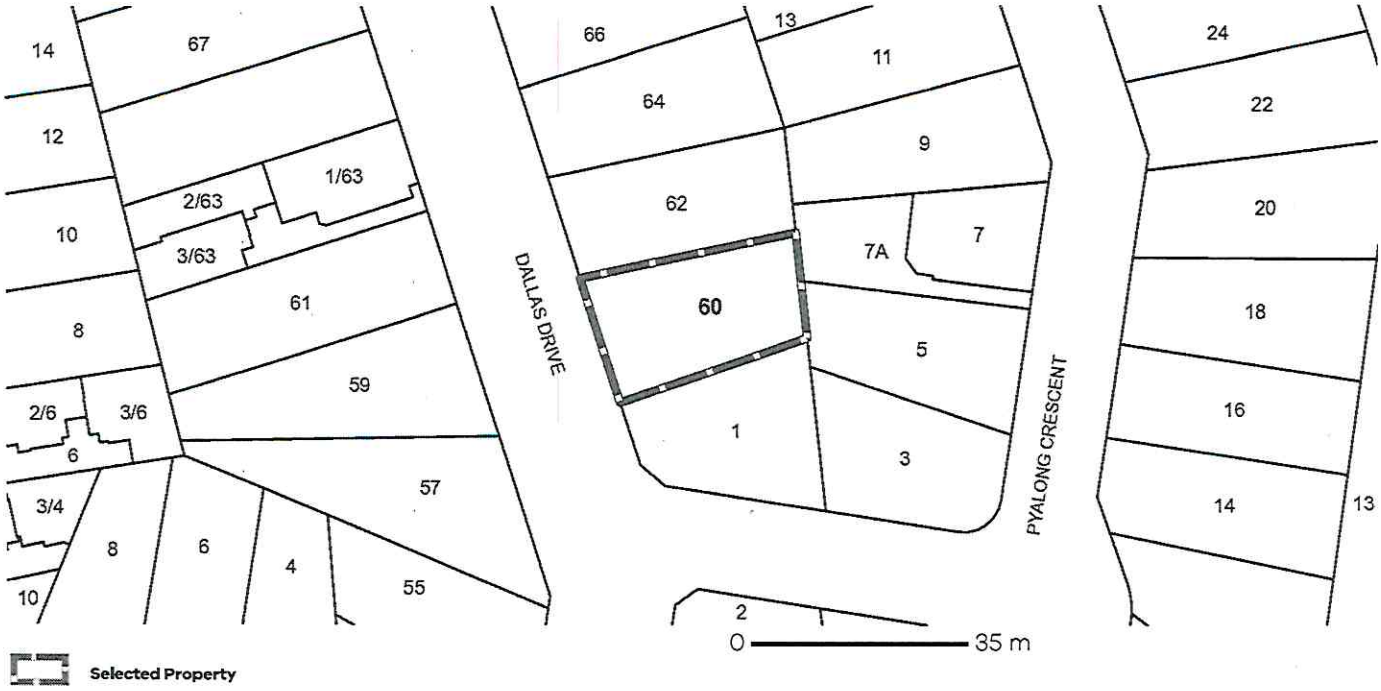
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 14 March 2024 06:01 PM

PROPERTY DETAILS

Address:	**60 DALLAS DRIVE DALLAS 3047**
Lot and Plan Number:	**Lot 48 LP58864**
Standard Parcel Identifier (SPI):	**48\LP58864**
Local Government Area (Council):	**HUME**
Council Property Number:	**515019**
Planning Scheme:	**Hume**
Directory Reference:	**Melway 7 B6**

www.hume.vic.gov.au

Planning Scheme - Hume

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BROADMEADOWS**

OTHER

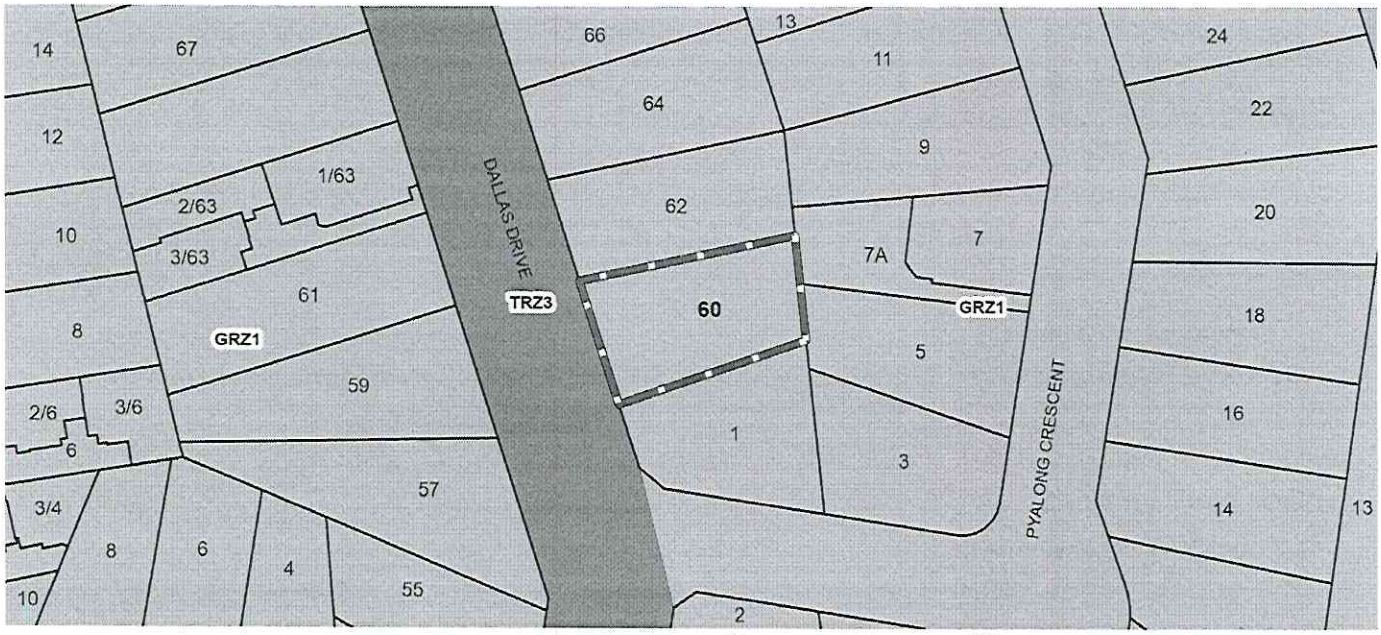
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

PPRZ - Public Park and Recreation

TRZ3 - Significant Municipal Road

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

Planning Overlays

No planning overlay found

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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Our File: P22710
Enquiries: Max Williams
Telephone: 9205 2200

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Wednesday 26 April 2023

PLANNING & DESIGN PTY LTD - CHINH MAI
31 ENFIELD AVE
PRESTON VIC 3072

Dear Sir/Madam

RE: PROPOSED: THE DEVELOPMENT OF TWO DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH THE ENDORSED PLANS
LOCATED AT: 60 DALLAS DR DALLAS VIC 3047

(LOT 48 LP 58864 VOL 8507 FOL 307)
COUNCIL REF: P22710

The application has been considered and it has been decided to extend Planning Permit P22710.

- The development must be commenced by 10 September 2025; and
- The development must be completed by 10 September 2028.

Should you have any further enquiries regarding the above matter, please do not hesitate to contact Max Williams on 9205 2200

Yours faithfully

MAX WILLIAMS
TOWN PLANNER

PLANNING PERMIT

HUME CITY COUNCIL

Permit No.: P22710
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot 48 LP 58864 Vol 8507 Fol 307),
60 DALLAS DR
DALLAS VIC 3047

THE PERMIT ALLOWS:
THE DEVELOPMENT OF TWO DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH THE ENDORSED PLANS

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The development shown on the endorsed plans must not be altered without the prior written consent of the responsible authority.

2. Once the development permitted by this permit has commenced, it must be continued and completed to the satisfaction of the responsible authority.

3. The landscape area(s) shown on the endorsed plan(s) must be planted and maintained to the satisfaction of the responsible authority and once landscaped must not be used for any other purpose. Maintenance must include the removal of weeds and the replacement of any dead plants in accordance with the endorsed landscape planting schedule.

4. The whole of the land, including any landscaped and paved areas, must be graded and drained to the satisfaction of the responsible authority so as to prevent the discharge of stormwater causing damage from the land across any road or footpath or onto adjoining land. All stormwater storage tanks must have the overflow pipe connected to the legal point of discharge to the satisfaction of the responsible authority.

5. Trees on neighbouring property to the south to be protected in accordance with Tree Protection Zones on development sites AS4970-2009 – Australian Standard, with no new services to be installed along the south boundary.

Signature for the
Date issued:10 September 2020 responsible authority:

6. The external materials, finishes and paint colours of the approved development must be to be to the satisfaction of the responsible authority.

7. All new boundary fencing including fence extensions must be entirely paid for at the owner/developer's cost.

8. Car spaces, access lanes and driveways shown on the endorsed plan must be kept available for these purposes at all times to the satisfaction of the responsible authority.

9. The internal stormwater drainage design must be approved by the relevant Building Surveyor as per the Building Regulation 2006, Reg. 610.

10. Stormwater from all paved area must be retained within the property and drained to the sites underground stormwater system.

11. Any cut or fill must not interfere with the natural overland stormwater flow.

12. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during construction.

13. This permit will expire if one of the following circumstances applies:

    - the development and use are not started within three years of the date of this permit; or
    - the development is not completed within six years of the date of this permit.

    The responsible authority may extend the periods referred to if a request is made in writing:

    - before or within six months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
    - within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

Note:

- If a request for an extension of commencement/completion dates is made out of time allowed by the expiry condition, the responsible authority cannot consider the request and the permit holder will not be able to apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of the matter.

PERMIT NOTES:

- An application for a 'Consent to Dig in the Road Reserve' permit for a vehicle crossing is to be submitted to Council for approval. A copy of the Council endorsed plan showing all vehicle crossing details is to be attached to the application.

- Any service relocations are to the approval of the Service Authority and at the owners cost.

- An "Application for Legal Point of Stormwater Discharge" is required to be submitted to Council prior to connection to the drainage system.

Signature for the
Date issued:10 September 2020 responsible authority:

- Provision of litter control at stormwater inlet points within car park and paved areas. All stormwater pits to be Channel Grated or Grated as per Council's Standard Dwg SD 210/215 or SD225 respectively.

- Any structure built over an easement requires Council and relevant service authorities approval.

Date issued:10 September 2020 ***Signature for the responsible authority:***

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:
(a) from the date specified in the permit, or
(b) 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.

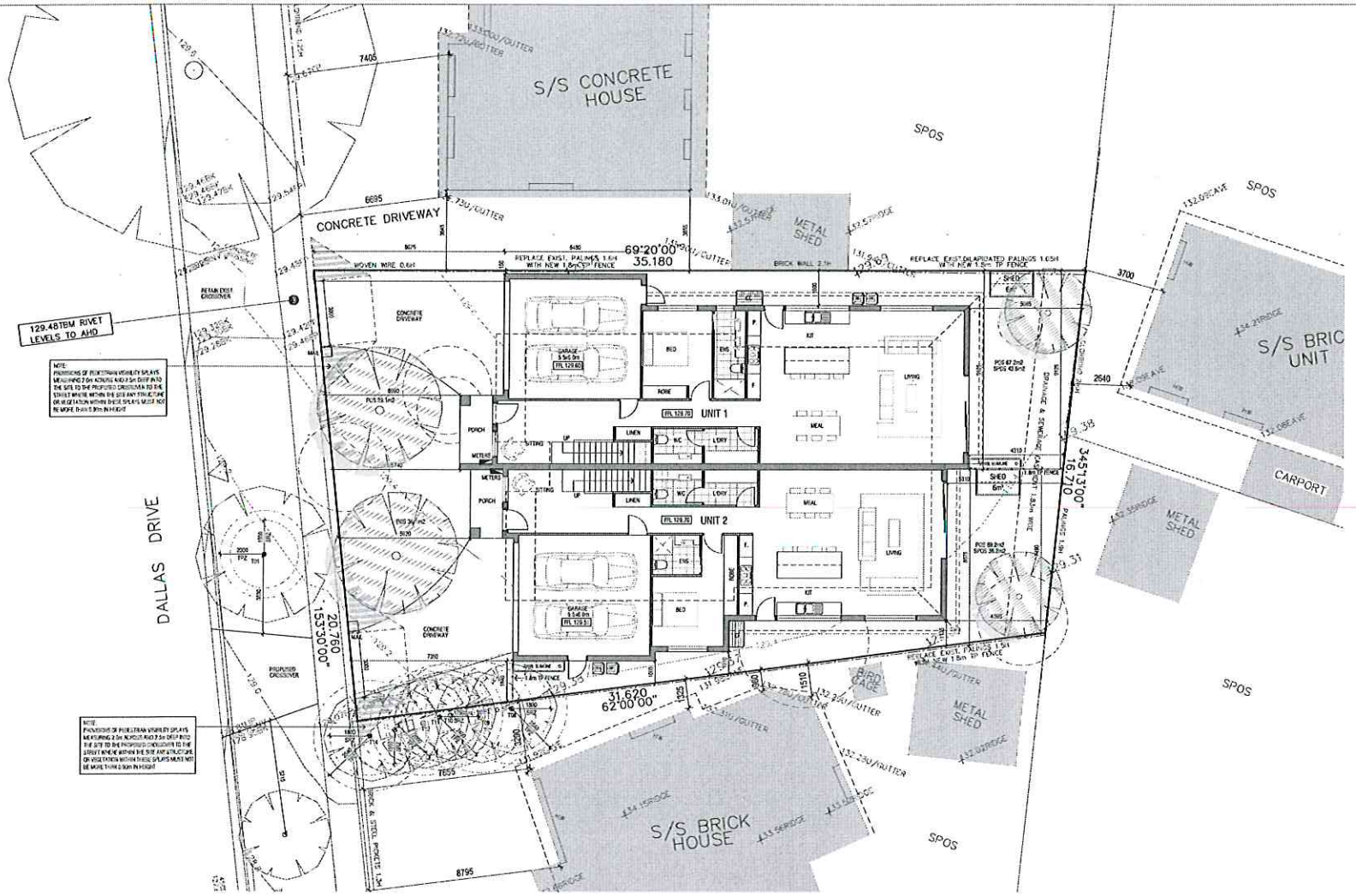
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit; or
   (b) 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
   (c) 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 -
   (a) 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
   (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit, or;
   (b) 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
   (c) 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
   (d) 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, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988,** unless the permit contains a different provision –
   (a) the use or development of any stage is to be taken to have started when the plan is certified; and
   (b) 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.

WHAT ABOUT REVIEWS?

(a) 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.
(b) 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.
(c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
(d) 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.
(e) An application for review must state the grounds upon which it is based.
(f) A copy of an application for review must also be served on the responsible authority.
(g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Date issued: ***10 September 2020*** ***Signature for the responsible authority:***



AREA SCHEDULE:

UNIT 1

GROUND FLOOR AREA:		132.0 m²
FIRST FLOOR AREA:		106.9 m²
BALCONY:		6.7 m²
GARAGE:		36.1 m²
PORCH:		4.9 m²
TOTAL AREA:	30.8 SQ	285.6 m²
POS:		95.3 m²
SPOS:		43.6 m²

UNIT 2

GROUND FLOOR AREA:		121.2 m²
FIRST FLOOR AREA:		104.4 m²
BALCONY:		6.7 m²
GARAGE:		35.9 m²
PORCH:		4.9 m²
TOTAL AREA:	29.3 SQ	273.1 m²
POS:		105.3 m²
SPOS:		38.2 m²

SITE

SITE AREA:		620.3 m²
SITE COVERAGE:	53.0%	329.2 m²
SITE PERMEABILITY:	35.2%	218.6 m²
GARDEN AREA:	34.3%	213.3 m²

PLANNING AND ENVIRONMENT ACT 1987

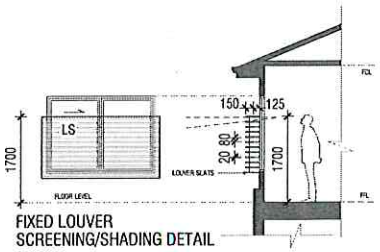
HUME CITY COUNCIL

This Endorsed Plan forms part of Permit No.: P22710

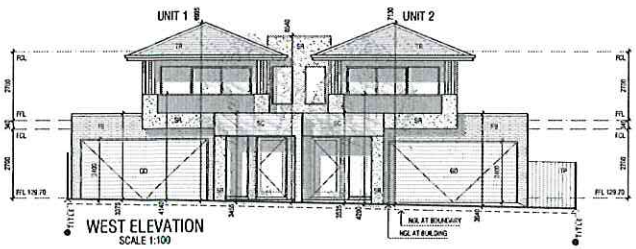
Sheet No.: 1/3

Date: 10 September 2020

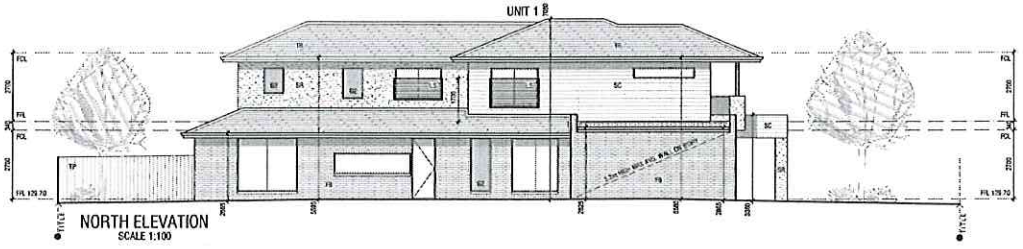
Signature for the Responsible Authority



FIXED LOUVER SCREENING/SHADING DETAIL
SCALE 1:50



WEST ELEVATION
SCALE 1:100



NORTH ELEVATION
SCALE 1:100

MATERIAL SCHEDULE:

SR	SMOOTH RENDER FINISH
SC	SELECTED STRIA CLADDING
FB	FACEBRICK WALL
GD	SELECTED GARAGE DOOR
G1	DBS GLASS FIXED
G2	DBS GLASS - 150mm RESTRICTED AWNING
TP	1.8m HIGH TIMBER PAILING FENCE
KR	KLIP-LOK ROOF AT 2 DEGREE PITCH
TR	SELECTED TILED ROOF AT 22.5 DEGREE PITCH
BA	SELECTED MIN 1000 HIGH BALLUSTRADE
LS	1.7m HIGH SELECTED TIMBER SCREEN

ALUMINUM WINDOWS THROUGH-OUT

COLORBOND GUTTERS, FASCIA'S AND DOWNPIPES

NORTH

Revisions

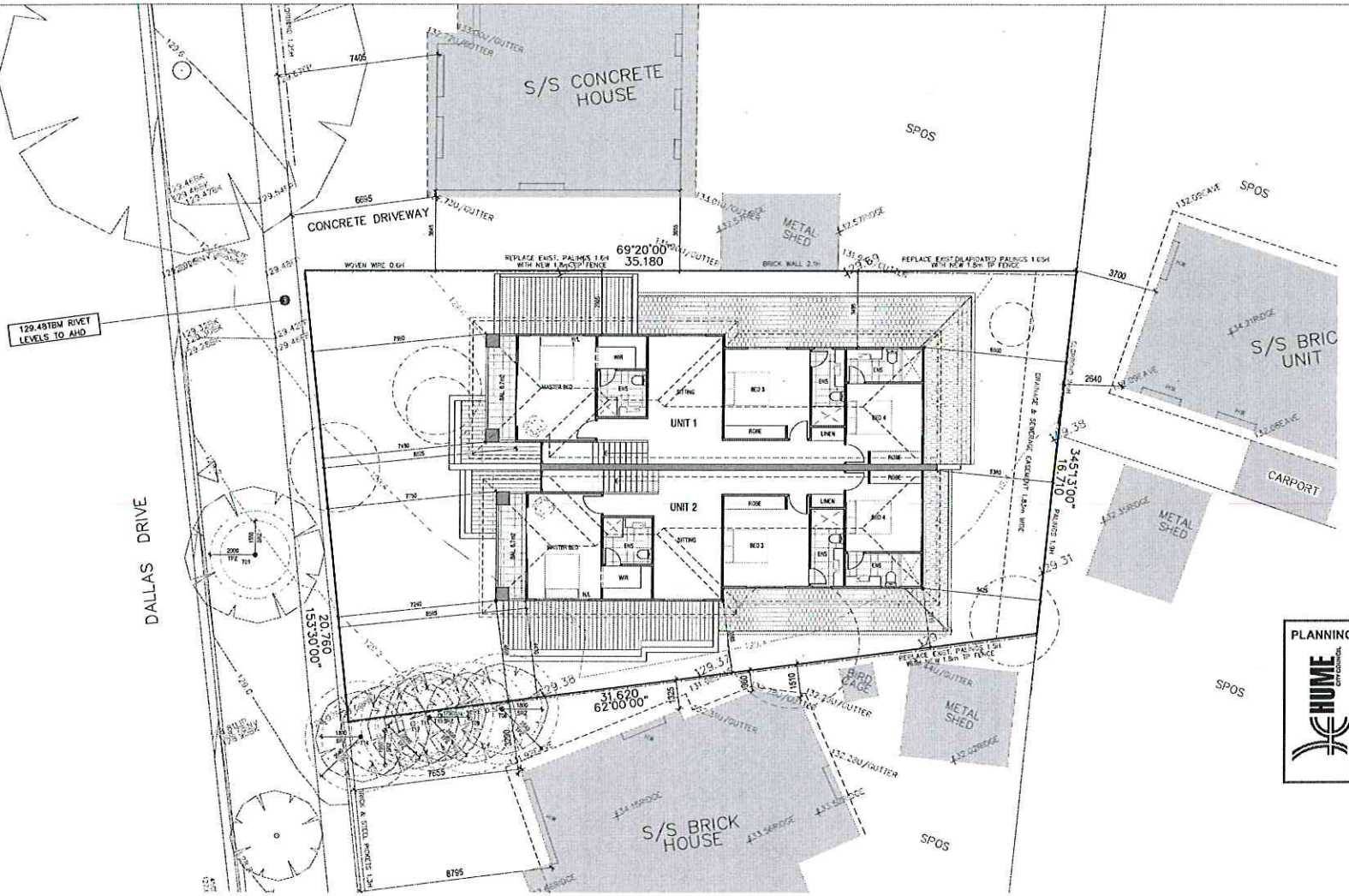
PLANNING & DESIGN P/L
39 Enfield Av Preston 3072 T 9018 1529
E admin@planninganddesign.com.au

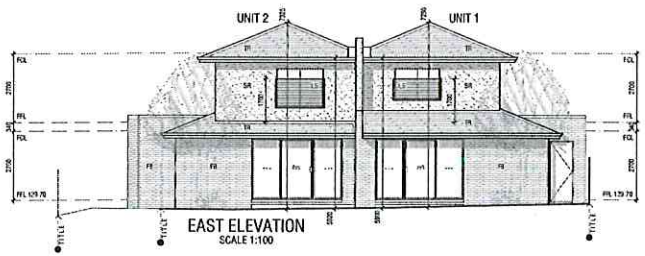
PLANNING & DESIGN

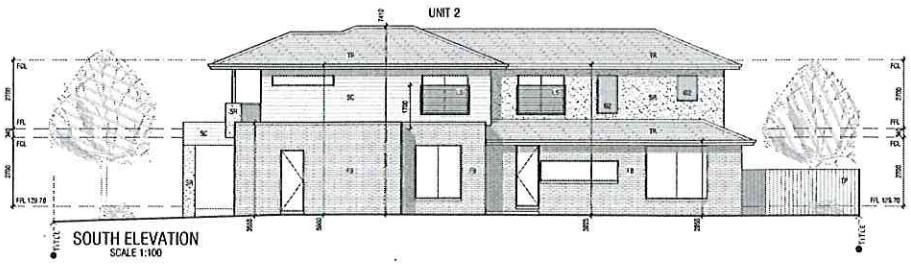
GROUND FLOOR PLAN

UNIT DEVELOPMENT
80 DALLAS DRIVE, DALLAS

TP01







PLANNING AND ENVIRONMENT ACT 1987

HUME CITY COUNCIL

This Endorsed Plan forms part of Permit No.: P22710

Sheet No.: 2/3

Date: 10 September 2020

Signature for the Responsible Authority

MATERIAL SCHEDULE:

SR	SMOOTH RENDER FINISH
SC	SELECTED STRIA CLADDING
FB	FACEBRICK WALL
G3	SELECTED GARAGE DOOR
G1	OBS GLASS FOIED
G2	OBS GLASS - 150mm RESTRICTED AWNING
TP	1.8m HIGH TIMBER PAILING FENCE
KR	KLIP-LOK ROOF AT 3 DEGREE PITCH
TR	SELECTED TILED ROOF AT 22.5 DEGREE PITCH
BA	SELECTED MIN 1000 HIGH BALLUSTRADE
LS	1.7m HIGH SELECTED TIMBER SCREEN

ALUMINIUM WINDOWS THROUGH-OUT

COLORBOND GUTTERS, FASCIA'S AND DOWNPIPES

NORTH

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E: admin@planningadesign.com.au

PLANNING & DESIGN

FIRST FLOOR PLAN

UNIT DEVELOPMENT
62 DALLAS DRIVE, DALLAS

TP02

SPECIFICATIONS

SUBGRADE PREPARATION
SITE TO BE PREPARED IN ACCORDANCE WITH BEST HORTICULTURAL PRACTICE AND UNDER APPROPRIATE CONDITIONS. DISTURBANCE TO NATIVE SOIL STRUCTURE IS TO BE MINIMISED. THE USE OF MACHINERY THAT MAY DAMAGE SOIL STRUCTURE OR PROFILE IS NOT ACCEPTABLE. ALL LAWN AND PLANTED AREAS SUBGRADE TO BE IS TO BE CULTIVATED TO A MINIMUM DEPTH OF 150MM. DRAINAGE FALLS TO BE SHAPED PRIOR TO TOP SOILING. TEST SUB GRADE TO BE TO DETERMINE PH, SALINITY AND GYPSUM REQUIREMENT PRIOR TO PREPARATION AND CONDITIONING. ANY GYPSUM REQUIRED IS TO BE DISTRIBUTED ACCORDING TO MANUFACTURERS RECOMMENDED RATE AND CULTIVATED INTO THE SUB-GRADE AT A MINIMUM DEPTH OF 150MM. TOPPING AREAS TO BE GRADED / DRAINED TO AVOID WATER DISCHARGE INTO ADJOINING PROPERTIES.

WEED CONTROL
ENVIRONMENTAL WEEDS TO BE REMOVED AND DISPOSED OFF OF SITE PRIOR TO SUB GRADE PREPARATION, TOPSOILING AND PLANTING WORKS.

SOIL PREPARATION
SPREAD TOPSOIL IN MAXIMUM 150MM LAYERS, LIGHTLY COMPACTED BY USE OF A 150 - 200KG ROLLER, OR BY CAREFULLY WALKING UNTIL IT IS SETTLED AT FINISHED KERB LEVELS OR TO WITHIN 75MM BELOW EDGING LEVELS TO ACCOMODATE MULCH. IMPORTED TOPSOIL FOR GARDEN BEDS IS TO BE MEDIUM TEXTURE GENERAL PURPOSE GARDEN SOIL AND LIGHTLY COMPACTED TO MINIMUM 300MM DEPTH TO GARDEN BEDS. SOIL IS TO COMPLY WITH AS 2225:1978, AND AS FOLLOWS:

- FREE FROM PERENNIAL WEEDS AND THEIR ROOTS, BULBS AND RHIZOMES
- FREE FROM BUILDING RUBBLE AND ANY OTHER MATTER DELETERIOUS TO PLANT GROWTH
- PH TO BE 6.0-7.0
- TEXTURE TO BE LIGHT TO MEDIUM FRIABLE LOAM
- FREE FROM SALT MATERIAL

IMPORTED TOPSOIL FOR LAWN REJUVENATION / ESTABLISHMENT SHALL HAVE THE ABOVE CHARACTERISTICS. BUT SHALL BE A FREE DRAINING SANDY LOAM. LIGHTLY COMPACT TO MINIMUM DEPTH OF 100MM.

MULCH
MULCH FOR GARDEN BEDS IS TO BE AN AGED ORGANIC MATERIAL WITH 80 - 90 PERCENT WOOD CHIPS PARTICLES IN A SIZE RANGE OF 25 - 50 MM MAXIMUM BY VOLUME. SPREAD MULCH AT A CONSOLIDATED DEPTH OF 75MM.

PLANTING PROCEDURE
FILL PLANTING HOLE WITH WATER AND ALLOW TO DRAIN COMPLETELY IF SOIL IS DRY, TREE ROOTS ARE TO BE TEASED OUT/ARIGS IF MATTED OR CIRCLING COILING PRIOR TO BACKFILLING. PLACE TREE IN CENTRE OF HOLE ON FIRM SOIL TO PREVENT SINKING, ENSURING TOP OF THE ROOTBALL IS FLUSH WITH THE SURROUNDING SOIL SURFACE AND THE TRUNK IS VERTICAL. BACKFILL MATERIAL IS TO BE IN A LOOSE, FRIABLE STATE, WITH NO BRICKS, ROCKS OR FOREIGN MATERIAL - IF SUFFICIENT MATERIAL IS NOT AVAILABLE FORM THE ORIGINAL HOLE TO BACKFILL A SIMILAR SOIL TYPE MUST BE SOURCED AND USED. PREVENT LARGE AIR POCKETS IN SOIL FROM OCCURRING BY FIRMLY BACKFILLING SOIL IN LAYERS THEN THOROUGHLY WATERED IN. TREES TO BE STAKED WITH TWO 2100MM X 70MM HARDWOOD STAKES DRIVEN FIRMLY INTO THE GROUND. DO NOT BE PLACE STAKE THROUGH THE ROOTBALL AREA. TREES ARE TO BE SECURED TO EACH STAKE WITH A STRONG, SOFT AND FLEXIBLE MATERIAL, TIGHT ENOUGH TO SUPPORT THE TREE IN WINDY CONDITIONS BUT FLEXIBLE ENOUGH TO STIMULATE DEVELOPMENT OF A GOOD SUPPORTIVE ROOT SYSTEM. TREE TIE MATERIAL MUST NOT DAMAGE TREE BARK OR RESTRICT TRUNK GROWTH FOR A MINIMUM PERIOD OF THREE YEARS. SLOW RELEASE FERTILISER (MONTH FORMULATION SUCH AS 'OSMOCOTE' IS TO BE APPLIED TO THE TOP OF THE ROOTBALL AREA AWAY FROM THE TRUNK ITEM TO MANUFACTURERS SPECIFICATIONS AND WATERED IN IMMEDIATELY. ALL TREES TO BE MULCHED TO A DIAMETER OF 1200MM WIDE AND TO A DEPTH OF 100MM BUT MUST NOT BE IN CONTACT WITH THE TREE TRUNK. MULCH IS TO BE AN AGED ORGANIC MATERIAL WITH 80 - 90 PERCENT OF ITS VOLUME BEING WOOD CHIP PARTICLES IN A SIZE RANGE OF 25 -50MM MAXIMUM. MULCH IS TO BE SPREAD AT A CONSOLIDATED DEPTH OF 75MM. THE PLANTING HOLE SURFACE IS TO BE SHAPED TO MINIMISE WATERLOGGING/EXCESSIVE WATER RETENTION BUT RETAIN THE MULCH MATERIAL NEATLY. THE SITE MUST BE LEFT IN A CLEAN AND SAFE CONDITION.

PLANT ESTABLISHMENT PERIOD
THE LANDSCAPE IS TO BE MAINTAINED BY APPLYING BEST HORTICULTURAL PRACTICE TO PROMOTE HEALTHY PLANT PERFORMANCE FOR A 13 WEEK ESTABLISHMENT PERIOD FOLLOWING THE APPROVAL OF PRACTICAL COMPLETION BY THE RESPONSIBLE AUTHORITY INCLUDING (BUT NOT LIMITED TO) THE FOLLOWING TASKS - PRUNING AS NECESSARY TO MAINTAIN PLANTS IN A HEALTHY AND STRUCTURALLY SOUND MANNER, PEST AND DISEASES - VEGETATION TO BE PEST AND DISEASE FREE, MULCHING, STAKING AND TYING, MAINTAINED 75MM MULCH DEPTH AROUND TREE BASES THROUGHOUT MAINTENANCE PERIOD, WATER AS OFTEN AS NECESSARY TO ENSURE HEALTHY AND VIGOROUS GROWTH IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS, MAINTAIN WEED FREE STATE OVER THE ENTIRE MULCH AREA BY SPRAYING OR MECHANICAL WEEDING, FERTILISING - 3/6 X MONTHLY SLOW RELEASE FERTILISER IN ACCORDANCE WITH MANUFACTURERS RECOMMENDED APPLICATION RATES, REPLACEMENT OF DESEASED, STOLEN OR VANDALISED PLANTS BEYOND REPAIR OR REGROWTH WITH THE SAME SPECIES AS SPECIFIED IN THE PLANT SCHEDULE WITHIN THE ASSIGNED MAINTENANCE PERIOD

IRRIGATION
IF APPLICABLE, INSTALL IN-GROUND AUTOMATIC DRIP IRRIGATION SYSTEM TO ALL GARDEN AREAS AND PLANTER BOXES IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS

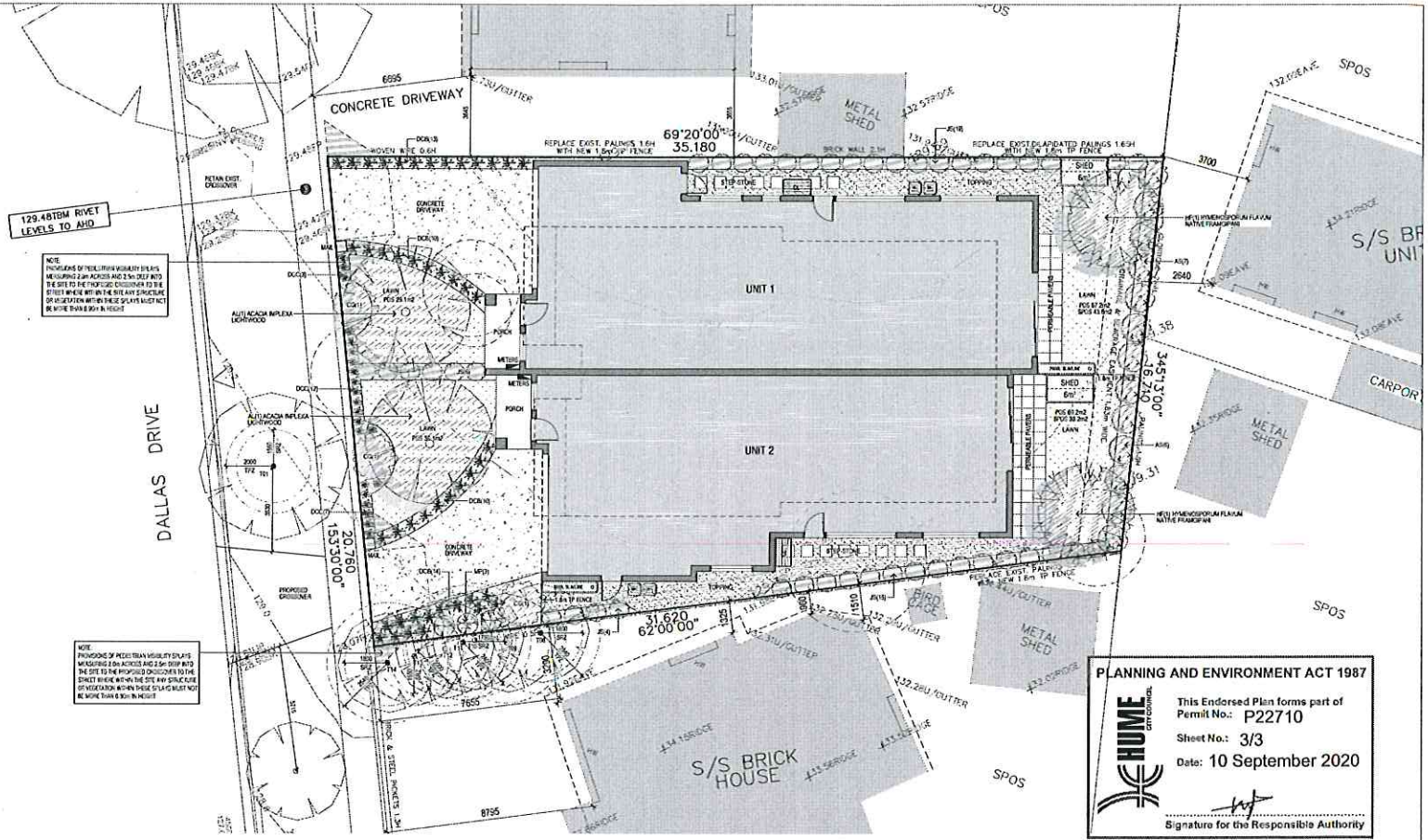
TIMBER EDGING
TIMBER EDGING TO BE 75MM X 25MM TREATED PINE SECURED TO 300MM LONG TREATED PINE STAKES AT NOM. MIN 1200MM SPACINGS WITH GALVANISED SCREWS AND INSTALLED TO ALL JUNCTIONS BETWEEN GARDEN BEDS, LAWN AND TOPPING / PEBBLE AREAS

DRAINAGE
LANDSCAPE AND / OR BUILDING CONTRACTOR(S) ARE RESPONSIBLE FOR CIVIL AND HYDRAULIC CONSULTATIONS FOR LANDSCAPE BUILDING WORKS INCLUDING, BUT NOT LIMITED TO SURFACE AND SUB SURFACE DRAINAGE FOR ALL LANDSCAPE AREAS PRIOR TO COMMENCEMENT OF WORKS

GENERAL
WHILE CARE HAS BEEN TAKEN TO SELECT TREE SPECIES WITH NON-INVASIVE ROOT SYSTEMS IT IS RECOMMENDED THAT ROOT CONTROL BARRIERS BE INSTALLED FOR ANY TREES LOCATED WITHIN TWO METRES OF ANY BUILDING LINES.
CLIMBING PLANTS (IF APPLICABLE) ARE TO BE TRAINED TO SUPPORTIVE MESH, WIRE OR LATTICE FIXED OVER ENTIRE FENCE SECTION FROM BASE TO TOP.
DO NOT SCALE FROM PLAN - CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO COMMENCING CONSTRUCTION

PLANTS - QUALITY OF TREES AND SHRUBS
PROVIDE PLANTS AT SPECIFIED PLANT HEIGHTS AND POT SIZES. AT MINIMUM, PROVIDE LARGER STOCK IF PLANT MATERIAL IS UNAVAILABLE IN THESE SIZES. TREES AND SHRUBS SHALL BE HEALTHY NURSERY STOCK FREE FROM PESTS, INSECTS, DISEASES AND WEEDS. SUBSTITUTE PLANS ARE NOT ACCEPTABLE UNLESS DEEMED ACCEPTABLE BY THE RESPONSIBLE AUTHORITY IN WRITING. SEMI MATURE TREES TO BE SUPPLIED TO MEET THE FOLLOWING CRITERIA: HAVE A MINIMUM PLANTED HEIGHT TO SIZES AS INDICATED IN THE PLANT SCHEDULE, HAVE A MINIMUM TRUNK CALIPER OF 50MM AT GROUND LEVEL, BE UNDAMAGED AND FREE OF DISEASES AND INSECT PESTS, NOT BE ROOT BOUND OR HAVE CIRCLING OR GIRDLING ROOTS BUT HAVE ROOTS GROWN TO THE EDGE OF - THE CONTAINER, SHOULD BEAR A SINGLE STRAIGHT TRUNK, STRONG BRANCHING PATTERN, AND FULL CANOPY, SHOW HEALTHY, VIGOROUS GROWTH

PROTECTION OF EXISTING TREES
ALL EXISTING VEGETATION SHOWN ON THE ENDORSED PLAN ON BOTH SUBJECT SITE AND NEIGHBOURING PROPERTIES TO BE RETAINED MUST BE SUITABLY MARKED AND PROTECTED (IF REQUIRED) PRIOR TO COMMENCEMENT OF DEVELOPMENT ON SITE INCLUDING DEMOLITION. VEGETATION MUST NOT BE REMOVED, DESTROYED OR LOPPED WITHOUT THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY, BEFORE THE COMMENCEMENT OF WORKS INCLUDING DEMOLITION, TREE PROTECTION BARRIERS MUST BE ERECTED AROUND TREES ON BOTH SUBJECT SITE AND ADJOINING PROPERTIES TO FORM A DEFINED TREE PROTECTION ZONE DURING DEMOLITION AND CONSTRUCTION IN ACCORDANCE WITH TREE PROTECTION MEASURES AS PER AS 4970:2009. ANY REQUIRED PRUNING MUST BE CARRIED OUT BY A TRAINED AND COMPETENT ARBORIST WITH A THOROUGH KNOWLEDGE OF TREE PHYSIOLOGY AND PRUNING METHODS. PRUNING TO BE CARRIED OUT AS PER AS 4373:2007. ALL TREE PROTECTION PRACTICES MUST MEET THE REQUIREMENTS OF A CONSULTING ARBORIST AND / OR TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.



PLANNING AND ENVIRONMENT ACT 1987

HUME CITY COUNCIL

This Endorsed Plan forms part of Permit No.: P22710

Sheet No.: 3/3

Date: 10 September 2020

Signature for the Responsible Authority

LEGEND

- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED EVERGREEN SHRUBS
- PROPOSED CLIMBERS
- EXISTING TREES TO BE RETAINED AND PROTECTED
- EXISTING TREES TO REMOVED
- PROPOSED LAWN AREAS
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED TOPPING AREAS
- PROPOSED GARDEN BEDS
- PROPOSED PAVED AREAS
- PROPOSED WASHING LINE
- PROPOSED PAVER STEP-STONES
- PROPOSED 6m² STORAGE SHED
- PROPOSED 6m STORAGE AREA
- FENCE WITH HEIGHTS AND MATERIALS AS NOMINATED

SURFACE FINISH DETAIL

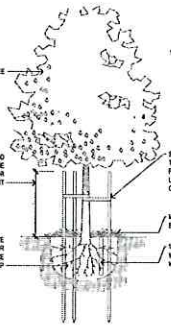
GARDEN BEDS
75mm ORGANIC PINE BARK MULCH
400mm APPROVED MEDIUM LOAM SOIL
MIN 150mm DEEP ROTARY HOED SUBGRADE

TOPPINGS AREAS
40mm COMPACTED SELECTED TOPPINGS
75mm COMPACTED FOR BASE
(NO COMPACTED BASE BEYOND BASE OF EXISTING TREES)
SUBGRADE

LAWN AREAS
STRATHAYR WALTER SOFT LEAF BUFFALO OR SIMILAR INSTANT LAWN
100mm APPROVED SANDY LOAM SOIL
MIN 150mm DEEP ROTARY HOED SUBGRADE

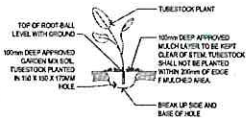
ADVANCE TREE PLANTING

DETAIL NOT DRAWN TO SCALE



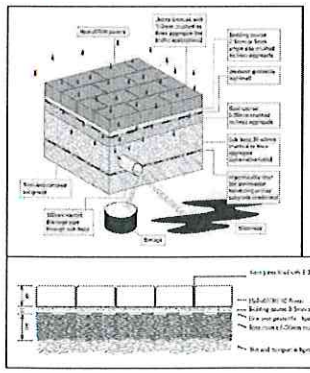
SHRUB PLANTING

DETAIL NOT DRAWN TO SCALE



PERMEABLE PAVER DETAILS

REFER TO HYDROFORM FOR SPECS AND INSTALLATION DETAILS



PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	QTY	SUPPLY SIZE	MATURE H x W
TREES					
AI	ACACIA IMPLEXA	LIGHTWOOD	2	40lt / MIN 1.8m HIGH	10m X 5m
HF	HYMENOSPORUM FLAVUM	NATIVE FRANGIPANI	2	40lt / MIN 1.8m HIGH	10m X 4m
SHRUBS					
JS	JUNIPERS CHINESIS 'SPARTAN'	SPARTAN JUNIPER	44	25cm POT	3m X 1m
AS	ACMENA SMITHII 'MINOR'	COMPACT LILLY PILLY	13	25cm POT	3m X 1.5m
CG	ROCK CORREA OLAMYA	ROCK CORREA	3	20cm POT	2m X 2m
MP	MURRAYA PANICULATA	ORANGE JESSAMINE	5	20cm POT	1m X 1m
TUSSOCK GRASSES/ EVERGREEN PERENNALS					
DCB	DIANELLA CAERULA 'BREEZE'	BREEZE FLAX LILLY	47	14cm POT	0.7m X 0.6m
DCC	DIANELLA CAERULA 'CASSA BLUE'	CASSA BLUE FLAX LILLY	22	14cm POT	0.6m X 0.4m

NORTH

PLANNING & DESIGN P/L
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E: Chris@planningandesign.com.au

Revisions

PLANNING & DESIGN

DATE	SCALE	DRWN	CHK	PROJECT No.
FEB 2020	1:100@A1 / 1:200@A3	JK	DC	1920

CONCEPT LANDSCAPE PLAN

UNIT DEVELOPMENT
80 DALLAS DRIVE, DALEAS

LP01

Vendor's Statement

NURBAITY PROPERTY PTY LTD (ACN: 637 163 332)
Vendor

60 DALLAS DRIVE, DALLAS 3047
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

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Our ref: 25198
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