



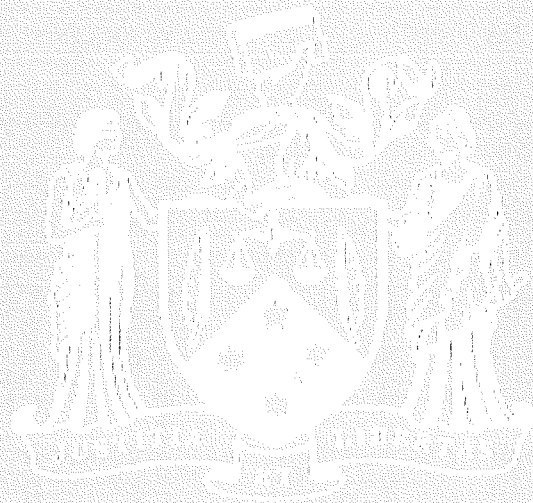
Contract of sale of land

Property:

Unit 1, 5 Banksia Grove, Tullamarine VIC 3043

Vendor:

DOMSAL PTY LTD (ACN 005 338 287)



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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: DOMSAL PTY LTD (ACN 005 338 287)

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Jason Real Estate Sales Pty Ltd

Address: 201B & 201C Melrose Drive, Tullamarine VIC 3043

Email: andreas@jasonrealestate.com.au

Tel: (03) 9338 6411 Mob: 0438 332 891 Ref: Andreas Belbasis

Vendor

Name: **DOMSAL PTY LTD (ACN 005 338 287)**

Vendor's legal practitioner or conveyancer

Name: **FLOOD CHALMERS MEADE**

Address: 409 Keilor Road, Niddrie, VIC 3042

Email: conveyancing@fcmlaw.com.au

Tel: 9379 6111 Fax: 9374 2774 Ref: GDF:JO: 244768

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12570 Folio 671	2	PS849234P

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 1, 5 Banksia Grove, Tullamarine VIC 3043**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings as inspected.

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

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

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

.....

(or another lender chosen by the purchaser)

Loan amount: no more than \$

..... Approval date: / /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Special condition 1 - Representation and Warranty as to Building

The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly releases the vendor and/or the vendor's agents from any claims demands in respect thereof.

Special condition 2 - Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.

Special condition 3 - Dwelling

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

Special condition 4 - Acknowledgments by Purchaser

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of this contract or any preliminary contract or contract note or payment of any deposit or other money a statement as required by section 32(1) of the Sale of Land Act 1962.

Special condition 5 - Interest on Default

General Condition 33 of this Contract is amended to provide that the interest rate shall be 6% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983.

Special condition 6 - Default Costs Charges & Expenses

The purchaser must pay all costs, charges and expenses incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

6.1 The purchaser acknowledges and agrees:-

- (a) that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional losses and expenses;
- (b) the vendor shall not in any circumstances be liable for any damages, costs or interest whatsoever and howsoever arising; and
- (c) to pay the sum of \$880.00 (inclusive of GST) to the vendor's representative being the costs of each default. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

6.2 The purchaser in addition to the interest chargeable under this Contract shall pay to the vendor on demand for:-

- (a) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement; and
- (b) costs and expenses as between conveyancer and client;
- (c) accommodation expenses necessarily incurred by the vendor;
- (d) A fee for rescheduling settlement from the due date to such alternative date thereafter set at \$300.00 plus GST for each and every rescheduled settlement date. Such additional amounts must be paid on the said rescheduled settlement date.

6.3 Any delays in settlement that result in a default penalty amount, being applied then this amount shall be added to the purchase price and stamp duty shall be calculated on the total amount. If this default is caused by the vendor, then they will pay the difference in stamp duty, if this is caused by the purchaser defaulting then they will be liable for the increased stamp duty.

Special condition 7 - Whole Agreement

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract and:

- 7.1 in entering into this contract, the purchaser is relying entirely upon its own enquiries.
- 7.2 this special condition operates for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors.

Special condition 8 - Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules".

Special condition 9 - FIRB Approval

The purchaser warrants that no consents are required to this Contract under the Foreign Acquisition and Takeovers Act 1975 and that that ACT has no application to the purchase or to this Contract. If the purchaser breaches this warranty (whether intentionally or otherwise) the purchaser will indemnify and compensate the vendor for any costs and/or damages. The warranty and indemnity will continue on completion of this Contract.

Special condition 10 - Purchaser Acknowledgements

The purchaser acknowledges that they are purchasing the property and the goods sold with the land as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- 10.1 in its present condition and state of repair (including the goods);
- 10.2 subject to all defects latent and patent;
- 10.3 subject to any infestations and dilapidation;
- 10.4 subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 10.5 The purchaser acknowledges and agrees that they are purchasing the property
 - (a) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building, structure or installation (including any swimming pool and surrounding areas) on the land.
 - (b) it is the purchasers responsibility to bring the pool to the Compliance state.
- 10.6 Without limiting the foregoing, the purchaser is satisfied that:
 - (a) Any improvements or fixtures on the property as inspected (including fences) are constructed inside or on the boundaries in the title(s) making up the land;
 - (b) The measurements, boundaries, area and location of the property as inspected is identical to the land described in the title(s) making up the land;

Special condition 11 - Adjustments

- 11.1 The parties acknowledge and agree that:
 - (a) The purchaser must produce such statutory certificates as issued to them to support the statement of adjustments submitted for approval.
 - (b) The statement of adjustments must be prepared by the purchaser's legal representative and delivered to the vendor's legal representative at least three (3) business days prior to the date of settlement as specified in the contract of sale or as otherwise agreed between the parties in writing.
 - (c) If the purchaser or their legal representative fails to deliver the statement of adjustments at least three (3) business days prior to the due date for settlement, the vendor may elect to complete settlement of this contract at the expiration of three (3) business days from the date the statement of adjustments and certificates are received from the purchaser's representative, and the purchaser shall be deemed to be in default under this contract and must pay to the vendor default interest from the settlement date as specified in the contract until the expiration of the third business day when settlement actually occurs.
 - (d) Any supplementary rates valuation issued to the property by any authority after the due date for settlement shall be borne in its entirety by the purchaser.

Special condition 12 - Duties Online

- 12.1 Provided that the vendor's representative has forwarded the State Revenue Office Duties Online portal invitation to the purchaser or their representative, the purchaser will be deemed to be in default under this contract if the form is not completed and signed at least 5 business days prior to the due date for settlement.
- 12.2 If the purchaser fails to comply with special condition 12.1, the vendor may delay settlement by up to 5 business days from date email notification is received from the State Revenue Office that the form has been completed and signed by the purchaser. In the event settlement is delayed in accordance with this clause, the vendor may elect to charge to the purchaser a late fee in the amount of \$110.00 (one hundred and ten dollars) which sum is to be paid at settlement.
- 12.3 If the purchaser and/or their representative vary or otherwise alter the contract of sale after the State Revenue Office Duties Online invitation has been sent to the vendor's representative then the vendor may elect to charge to the purchaser a variation fee in the amount of \$88.00 (eighty-eight dollars) for each variation or alternation which sum is to be paid at settlement.

Special condition 13 - COVID-19 (Coronavirus disease)

- 13.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 13.2. For the benefit of both parties to this transaction, should either party:
- (a) Contract the Covid-19 virus;
 - (b) Be placed in quarantine or isolation in the property;
 - (c) Be directed to quarantine or self-isolate in the property; or
 - (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

Special Condition 14 - Windfall Gains Tax

As and from the Day of Sale, if the land is rezoned resulting in a value uplift to the land and windfall gains tax applies, the Purchaser shall be liable to pay the windfall gains tax and such amount shall be paid at settlement or any other date as required by the State Revenue Office, whichever occurs earlier.

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:			
Property address:		Unit 1, 5 Banksia Grove, Tullamarine VIC 3043	
Lot no.:	2	Plan of subdivision:	PS849234P

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature " means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.
- 6.4 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 directly and currently 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.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 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.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 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.

7.2 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.

8. SERVICES

8.1 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.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 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.

11.2 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 11.4, 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.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 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.

11.5 Subject to general condition 11.6, 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.

11.6 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 11.5 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.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(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.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 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 11.11.

11.13 If settlement is delayed under general condition 11.12 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.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 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.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 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.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable 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
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

 - (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) 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*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. 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.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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**33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.
The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Unit 1, 5 Banksia Grove, Tullamarine 3043	
Vendor's name	Domsal Ply Ltd (ACN: 005 338 287)	Date 31/12/2024
Vendor's signature	 Director/Secretary	

Vendor's name		Date / /
Vendor's signature	Director/Secretary	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

None as far as the Vendor's are aware

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

Nil to the Vendor's knowledge

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES**4.1. Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

6.1 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

- Register search statement as to certificate of title volume 12570 folio 671
- Register search statement as to certificate of title volume 12570 folio 674
- Plan of Subdivision PS849234P
- Planning certificate
- Roads certificate
- Hume City Council land information certificate
- Greater Western Water information certificate
- Land Tax clearance certificate
- Planning Permits
- Occupancy Permit
- Owners Corporation Certificate and related documents
- Due Diligence checklist



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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

Page 1 of 1

VOLUME 12570 FOLIO 671

Security no : 124118732234B

Produced 03/10/2024 11:42 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 849234P.
PARENT TITLE Volume 08091 Folio 001
Created by instrument PS849234P 06/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DOMSAL PTY LTD of 140 SYDNEY ROAD COBURG VIC 3058
PS849234P 06/09/2024

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS849234P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS849234P (B)		Registered	06/09/2024

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

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

Street Address: 5 BANKSIA GROVE TULLAMARINE VIC 3043

ADMINISTRATIVE NOTICES

NIL

eCT Control 19627V FLOOD CHALMERS + MEADE LAWYERS
Effective from 06/09/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS849234P
OWNERS CORPORATION 2 PLAN NO. PS849234P

DOCUMENT END



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

Page 1 of 1

VOLUME 12570 FOLIO 674
No CofT exists

Security no : 124118733383D
Produced 03/10/2024 11:59 AM

LAND DESCRIPTION

Common Property 1 on Plan of Subdivision 849234P.
PARENT TITLE Volume 08091 Folio 001
Created by instrument PS849234P 06/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

OWNERS CORPORATION 1 PLAN NO. PS849234P of 5 BANKSIA GROVE TULLAMARINE VIC
3043
PS849234P 06/09/2024

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances affecting Common Property that are derived from an
encumbrance shown on titles to lots affected by the Owners Corporation.

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

DIAGRAM LOCATION

SEE PS849234P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS849234P (B)	PLAN OF SUBDIVISION	Registered	06/09/2024

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

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

Street Address: BANKSIA GROVE TULLAMARINE VIC 3043

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS849234P
OWNERS CORPORATION 2 PLAN NO. PS849234P

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS849234P
Number of Pages (excluding this cover sheet)	2
Document Assembled	03/10/2024 11:42

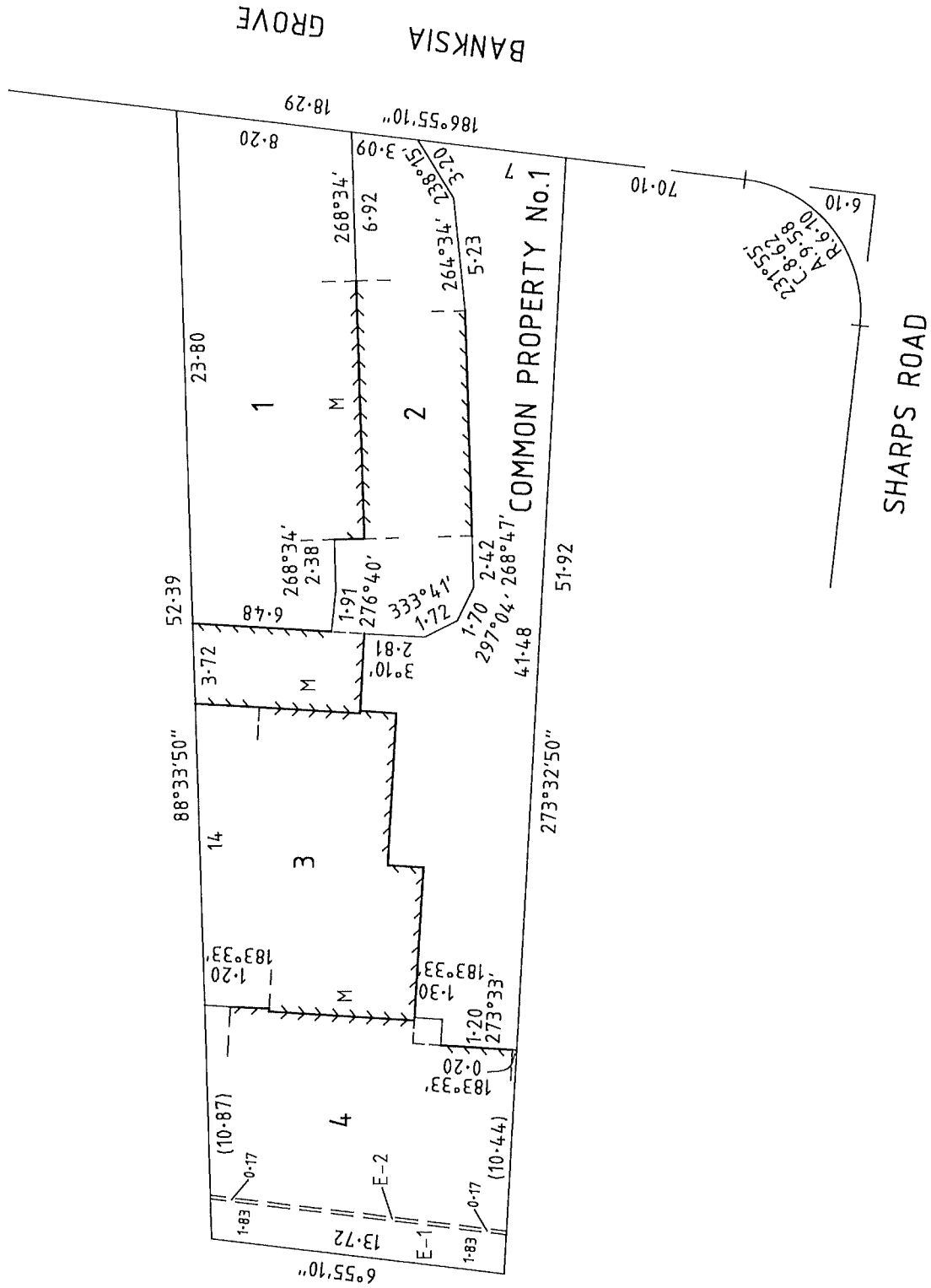
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1	PS849234P	
LOCATION OF LAND PARISH: TULLAMARINE TOWNSHIP: SECTION: CROWN ALLOTMENT: 4 (PART) CROWN PORTION: 4 TITLE REFERENCE: VOL 8091 FOL 001 LAST PLAN REFERENCE: LP 20168 (LOT 168) POSTAL ADDRESS: 5 BANKSIA GROVE (at time of subdivision) TULLAMARINE 3043 MGA CO-ORDINATES: E: 313365 ZONE: 55 (of approx centre of land N: 5824495 GDA 2020 in plan)			Council Name: Hume City Council Council Reference Number: S010376 Planning Permit Reference: P25735 SPEAR Reference Number: S223240J Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Ingrid Martinez for Hume City Council on 21/06/2024		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1, 2, 3 & 4 LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES		
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY					
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. P25735 This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. -					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE AND SEWERAGE	1.83	LP 20168	LOTS IN LP 20168	
E-1	DRAINAGE	1.83	THIS PLAN	HUME CITY COUNCIL	
E-1, E-2	SEWERAGE	SEE DIAG	THIS PLAN	GREATER WESTERN WATER CORPORATION	
WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P.O Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au			SURVEYORS FILE REF: 17370 30/04/2021		ORIGINAL SHEET SIZE: A3
Digitally signed by: Neil A Webster, Licensed Surveyor, Surveyor's Plan Version (07), 11/06/2024, SPEAR Ref: S223240J			Land Use Victoria Plan Registered 11:27 AM 06/09/2024 Assistant Registrar of Titles		

PS849234P



WEBSTER SURVEY GROUP
 ABBN: 35 455 993 855
 662 Main Road, Eltham 3095
 P.O Box 291, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

webster
SURVEY GROUP

SCALE
1:200

SCALE
1:200

LENGTHS ARE IN METRES

0 2 4 6 8

Digitally signed by: Neil A Webster, Licensed Surveyor,
Surveyor's Plan Version (07).
11/06/2024, SPEAR Ref: S23240J

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Hume City Council,
21/06/2024,
SPEAR Ref: S223240

SHEET 2

THIS REF: 17370

Amended by: Neil A Webster, Licensed Surveyor 04/09/2024.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1047976

APPLICANT'S NAME & ADDRESS

FLOOD CHALMERS & MEADE C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

DOMSAL PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

966

This certificate is issued for:
LOT 168 PLAN LP20168 ALSO KNOWN AS 5 BANKSIA GROVE TULLAMARINE
HUME CITY

The land is covered by the:
HUME PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C263hume has been placed on public exhibition which shows this property :
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3 - C263hume

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

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

10 July 2024
Sonya Kilkenny
Minister for Planning

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

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

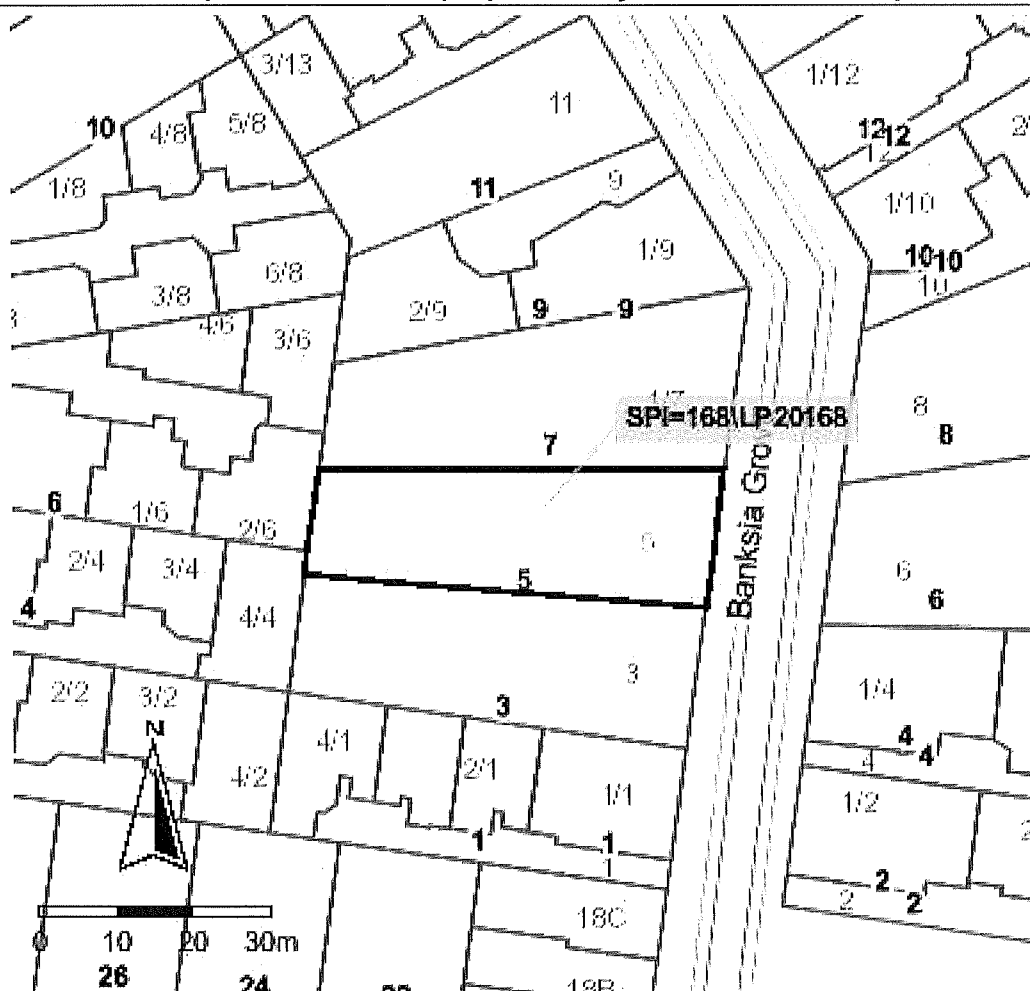
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Flood Chalmers & Meade C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 966

NO PROPOSALS. As at the 10th July 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 BANKSIA GROVE, TULLAMARINE 3043
CITY OF HUME

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

Date of issue: 10th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73490324 - 73490324150556 '966'

Property No : 500073
Certificate No : eLIC068614
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2025
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Rates Dept 03 9205 2688
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 966
Date of Issue: 10/07/2024

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Property Description:	Lot 168 LP 20168 Vol 8091 Fol 001
Property Situated:	5 BANKSIA GR TULLAMARINE VIC 3043

Site Value \$690000	C.I.V. \$690000	N.A.V. \$34500
---------------------	-----------------	----------------

The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

RATES AND CHARGES FROM	01/07/2024	TO	30/06/2025
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,606.60		\$1,606.60
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$192.00		\$192.00
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$624.62		\$624.62
Arrears as at 30/06/2024			\$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	\$2,423.22		\$2,423.22

**PLEASE NOTE :	Rates for 2024/2025 are payable by four instalments on the following dates 30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025
-----------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS
TOTAL OUTSTANDING AT ISSUE DATE : \$2,423.22

All overdue rates and charges must be paid at settlement..

Property No : 500073
Certificate No : eLIC068614
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2025
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	5 BANKSIA GR TULLAMARINE VIC 3043
--------------------	-----------------------------------

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
10/07/2024

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9229873

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au



Information Statement Certificate

Reference number

73490324-022-4

Date of issue

26/07/2024

Total amount

\$893.06

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 5 BANKSIA GROVE, TULLAMARINE, VIC, 3043

Property number 5548310000

Title(s) 168\LP20168

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: 8789
Ref: 39035300006
Go to bpay.com.au

Annual charges

	Annual charge	Frequency	Date billed-to	Outstanding Amount (Unbilled)
Waterways and drainage	\$122.09	Quarterly	N/A	\$122.09
Parks	\$87.19	Quarterly	N/A	\$87.19
Water network charge	\$220.28	Quarterly	N/A	\$220.28
Sewerage network charge	\$287.07	Quarterly	N/A	\$287.07
Total annual charges	\$716.63			

Unbilled network charges	\$716.63
Volumetric charges owing	\$27.90
Arrears	\$148.53

Volumetric Charges

	Meter Number	Previous Read	Date	Current Read	Date	Kilolitres (kL)	Amount	Outstanding Amount
Drinking Water Usage Charge	MCS003483	00000	16/02/2024	00008	03/05/2024	8.00	\$23.60	\$23.60
Sewerage Disposal Charge	N/A	N/A	N/A	N/A	N/A	5.44	\$4.30	\$4.30
Total volumetric charges								\$27.90

Disclaimer
Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 7/06/2021 to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,

A handwritten signature in black ink, appearing to read 'R. Charrett', with a horizontal line underneath.

Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

**Greater
Western
Water**

5 BANKSIA GROVE, TULLAMARINE, VIC, 3043

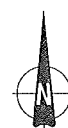
Application No.



	Circular Manhole
	Inspection Shaft
	Sewer Main
	Abandoned Sewer Main
	Water Main
	Abandoned Water Main

	Recycled Water Main
MWBRCH	MW Channel
MWBRACH	MW Abandoned Channel
MWBRNW	MW Natural Waterway
MWBRUG	MW Underground Drain
MWBRUG	MW Abandoned Underground Drain

-MW-6W-	MW Sewer Main
-MW-ASW-	MW Abandoned Sewer Main
-MW-6W-	MW Water Main
-MW-AWG-	MW Abandoned Water Main
	MW Manhole
	MW Abandoned Manhole



Date: 26/7/2024

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / FLOOD CHALMERS & MEADE

Your Reference: 244632
Certificate No: 78952605
Issue Date: 10 JUL 2024

Land Address: 5 BANKSIA GROVE TULLAMARINE VIC 3043

Lot	Plan	Volume	Folio
168	20168	8091	1

Vendor: DOMSAL PTY LTD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Property Clearance Certificate

Land Tax



INFOTRACK / FLOOD CHALMERS & MEADE

Your Reference: 244632

Certificate No: 78952605

Issue Date: 10 JUL 2024

Enquiries: ESYSPROD

Land Address: 5 BANKSIA GROVE TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6647145	168	20168	8091	1	\$4,779.00

Vendor: DOMSAL PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DOMENICO SALVO FAMILY TRUST	2024	\$720,000	\$12,744.00	\$0.00	\$4,779.00

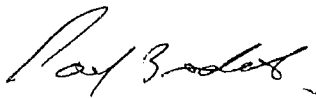
Comments: Land Tax of \$12,744.00 has been assessed for 2024, an amount of \$7,965.00 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$720,000
SITE VALUE:	\$720,000
CURRENT LAND TAX CHARGE:	\$4,779.00



Notes to Certificate - Land Tax

Certificate No: 78952605

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
- Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,970.00

Taxable Value = \$720,000

Calculated as \$2,250 plus (\$720,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY


Billers Code:5249

Ref: 78952605

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 78952605

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FLOOD CHALMERS & MEADE

Your Reference: 244632
Certificate No: 78952605
Issue Date: 10 JUL 2024
Enquires: ESYSPROD

Land Address: 5 BANKSIA GROVE TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6647145	168	20168	8091	1	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$720,000
SITE VALUE:	\$720,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 78952605

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

PLANNING PERMIT



Permit No.: P20400
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot 168 LP 20168 Vol 8091 Fol 001),
5 BANKSIA GR
TULLAMARINE VIC 3043

THE PERMIT ALLOWS:
DEVELOPMENT OF FOUR DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH 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. Before the development permitted by this permit commences, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be generally in accordance with the plans dated February 2017 but modified to show:
 - a) The rear boundary fence is to be replaced with a minimum 1.8 metre high paling (or similar) style fence;
 - b) Provision of rainwater tanks.
 - c) Landscaping pursuant to Condition 15 of the planning permit.
2. The development shown on the endorsed plans must not be altered without the prior written consent of the responsible authority.
3. Finished floor levels must not be altered without the consent of the responsible authority
4. Once the approved development has started, it must be continued and completed to the satisfaction of the responsible authority except with the prior consent of the responsible authority.

Date issued: 17 October 2017

**Signature for the
responsible authority:**

A handwritten signature in black ink, appearing to read 'Dennis Duth', written over a horizontal line.

PERMIT NO: P20400

Sheet 2 of 5

5. Immediately on completing the approved development, the owner of the land must give written notice to the responsible authority that the development complies with all the conditions and requirements of this permit. The development must not be occupied until the responsible authority has issued a statement confirming the development complies with the permit.
6. The external materials, finishes and paint colours of the approved building must be to the satisfaction of the responsible authority.
7. All services, including water, electricity, gas, sewerage and telephone, must be located and installed underground to the satisfaction of the responsible authority.
8. Except with the prior written consent of the responsible authority, no service equipment or architectural features other than those shown on the endorsed plans are permitted above the roof level of the buildings.
9. 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.
10. Before the use starts or the development is occupied (whichever occurs first), the areas set aside for the parking of vehicles together with the aisles and access lanes as shown on the endorsed plans must be:
 - (a) constructed;
 - (b) surfaced with a durable all-weather seal;
 - (c) drained to the nominated point of discharge;
 - (d) line-marked to indicate each car space and access lanes;
 - (e) marked to show the direction of traffic along access lanes and driveways; and
 - (f) provided with concrete kerbs or other barriers to prevent direct vehicle access to an adjoining road other than by a vehicle crossing,all to the satisfaction of the responsible authority.

The areas must be maintained in a useable condition to the satisfaction of the responsible authority.
11. 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.
12. Before the development is occupied, vehicle access to and from the land from any roadway or service lane must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will use the crossing(s). After obtaining a road opening permit from Council, the location, design and construction of the vehicle crossing(s) must be approved by the responsible authority.

Date issued: 17 October 2017 _____

**Signature for the
responsible authority:**

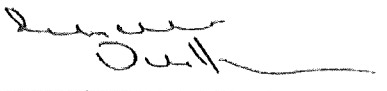


PERMIT NO: P20400

Sheet 3 of 5

13. Any services within the road reserve requiring relocation must be approved by the relevant service authority and carried out and completed to the satisfaction of the responsible authority.
14. Before the use starts or the development is occupied or by such later date as is approved by the responsible authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority.
15. Before the development starts, a landscape plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be prepared by a suitably qualified person drawn to scale with dimensions and three copies must be provided. The landscaping plan must show:
 - (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
 - (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
 - (c) details of surface finishes of pathways and driveways;
 - (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant;
 - (e) landscaping and planting within all open areas;
 - (f) One large canopy tree (minimum two metres tall when planted) and understorey landscaping in the site frontage and screen planting on side and rear boundaries;
 - (g) an in-ground irrigation system to all landscaped areas;
 - (h) a tree protection zone and structural root zone for each tree to be retained; and
 - (i) the location and details of root control barriers;
16. 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.
17. 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.
18. Stormwater from all paved area must be retained within the property and drained to the sites underground stormwater system, including pavement over the easement area.
19. Any cut or fill must not interfere with the natural overland stormwater flow.
20. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during construction.
21. This permit will expire if one of the following circumstances applies:
 - the development is 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.

Date Issued: 17 October 2017_ **Signature for the responsible authority:**



PERMIT NO: P20400

Sheet 4 of 5

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 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, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

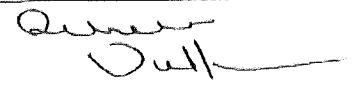
Permit Notes:

- a) 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.
- b) Application for Legal Point of Stormwater discharge is required to obtain approval for the connection to the legal point of discharge.
- c) Drainage investigation is required for this development (fees apply). Plans to be submitted to Council's Civil Design section for assessment. This will determine if on-site detention system, upgrading of Council's existing drainage pipes or new drainage pipes are required by the owners/developers.
- d) Following the Drainage Investigation, internal drainage plans to be submitted to Council Civil Design section for approval.
- e) Prior to commencement of any works within the road reserve or require alteration/connection to the Council's drainage assets in the road reserve/easement, an 'Application form for Consent to work within a Hume City Council Road Reserve' is required to be submitted to Council to obtain a permit to carry out the works.
- f) Any modifications to existing vehicle crossings require 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.
- g) Any service relocations are to the approval of the service authority and at the owners cost.

Note: The permit was corrected by Council's Delegate on 22 November 2017 in accordance with Section 71(2) of the *Planning and Environment Act 1987*, by deleting Condition 1(a) and subsequent renumbering of remaining condition.

Date issued: 17 October 2017

**Signature for the
responsible authority:**



PERMIT NO: P20400

Sheet 5 of 5

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.

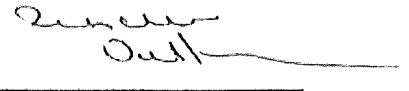
WHEN DOES A PERMIT EXPIRE?

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: 17 October 2017_ Signature for the responsible authority:



approximate only and their exact position should be determined on site. No guarantee is given that all existing services are shown.



CIVIL INFRASTRUCTURE
APPROVED

DATE

NEW CROSSING TO BE CONSTRUCTED
IN ACCORDANCE WITH COUNCIL
REQUIREMENTS AND SPECIFICATIONS

SWALLOUT AND REMOVE EXISTING FOOTPATH
PAVEMENT BEYOND THIS POINT AND CONSTRUCT
NEW FOOTPATH PAVEMENT TO MATCH WITH
EXISTING PAVEMENT TO THE RIGHT. REFER
TO ARCHITECT'S DRAWINGS FOR THE EXTENT OF
DEMOLITION WORKS. MATCH EXISTING AND
EVENLY WITH EXISTING LEVEL.

1000 STORMWATER PIPE CONNECT DIRECTLY
TO KERB - CHANNEL AS PER COUNCIL
STANDARDS DRAWING S2050. REFER TO DETAIL
ON SHEET 3.

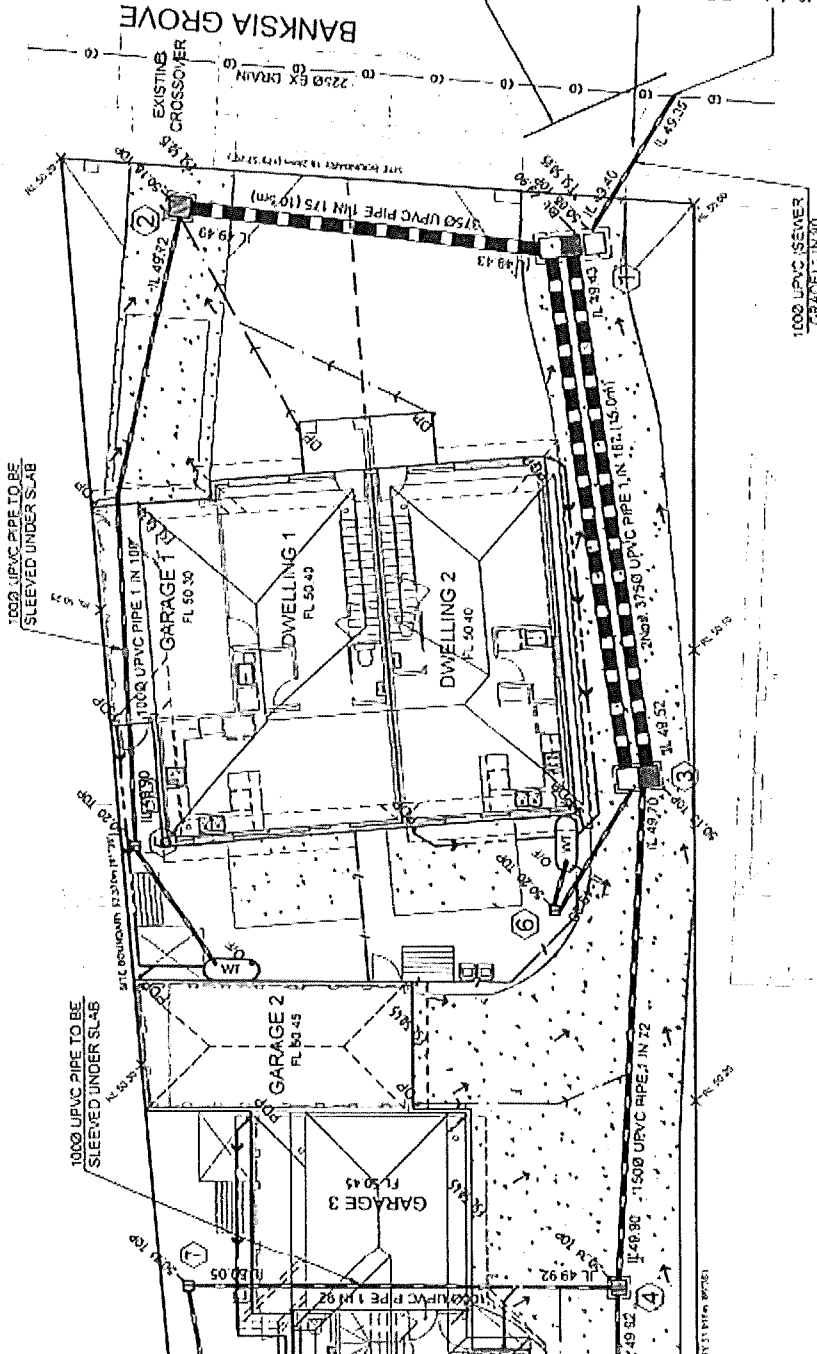
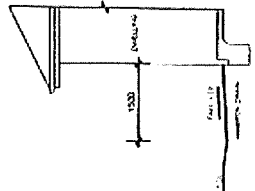
1000 OUTLET x IL 49.25
THE LPOO HAVE BEEN ASSUMED 600mm DEPTH.
THE BUILDER IS RESPONSIBLE TO CONFIRM
INVERT LEVEL OF KERB PRIOR TO
COMMENCEMENT OF CONSTRUCTION AND ANY
DISCREPANCIES MUST BE REPORTED TO THE
DESIGN ENGINEER FOR RE-DESIGN AND
RE-SUBMISSION TO THE COUNCIL.

PLEASE NOTE - DOWNPIPES

The locations of all downpipes for proposed dwellings is to be determined by architects. Refer to architects final working drawings for all downpipe locations. 1200x60 downpipes 1200mm in diameter to be connected using 100mm Ø pvc stormwater pipe 1 in 100 minimum to closest available manhole.

Ap. drains to bypass OSD system and discharge to the outlet chamber. Unless they can be connected into OSD system above the top of head height.

SURFACE DRAIN DETAIL



2000L SURFLINE WATER TANK TO BE INSTALLED IN ACCORDANCE WITH AS3550 & HB230. 2000L IS TO BE USED FOR SANITARY TOILET FLUSHING AND IRRIGATION PURPOSES. REFER TO DETAIL 'WT'.

WT

IMPORTANT NOTE:

BUILDER/CONTRACTOR MUST CONFIRM THE EXACT LOCATION, DEPTH AND INVERT LEVEL OF THE EXISTING COUNCIL DRAINAGE PIT/PIPE (UPVC) ON-SITE PRIOR TO COMMENCING THE DRAINAGE WORKS. ANY DISCREPANCIES MUST BE REFERRED BACK TO DESIGN ENGINEER TO AMEND AND RESUBMIT TO COUNCIL FOR APPROVAL.

PIPES UNDER SLAB:

PIPES UNDER GARAGES/DWELLINGS WILL NEED TO BE AT LEAST 100mm DIAMETER AND SEWER CLASS

REMARKS

REFER TO ORIFICE PIT

SS C STEEL GRATED COVER

SS C STEEL GRATED COVER

SS C STEEL GRATED COVER

BE INSTALLED
IRER SPECIFICATIONS

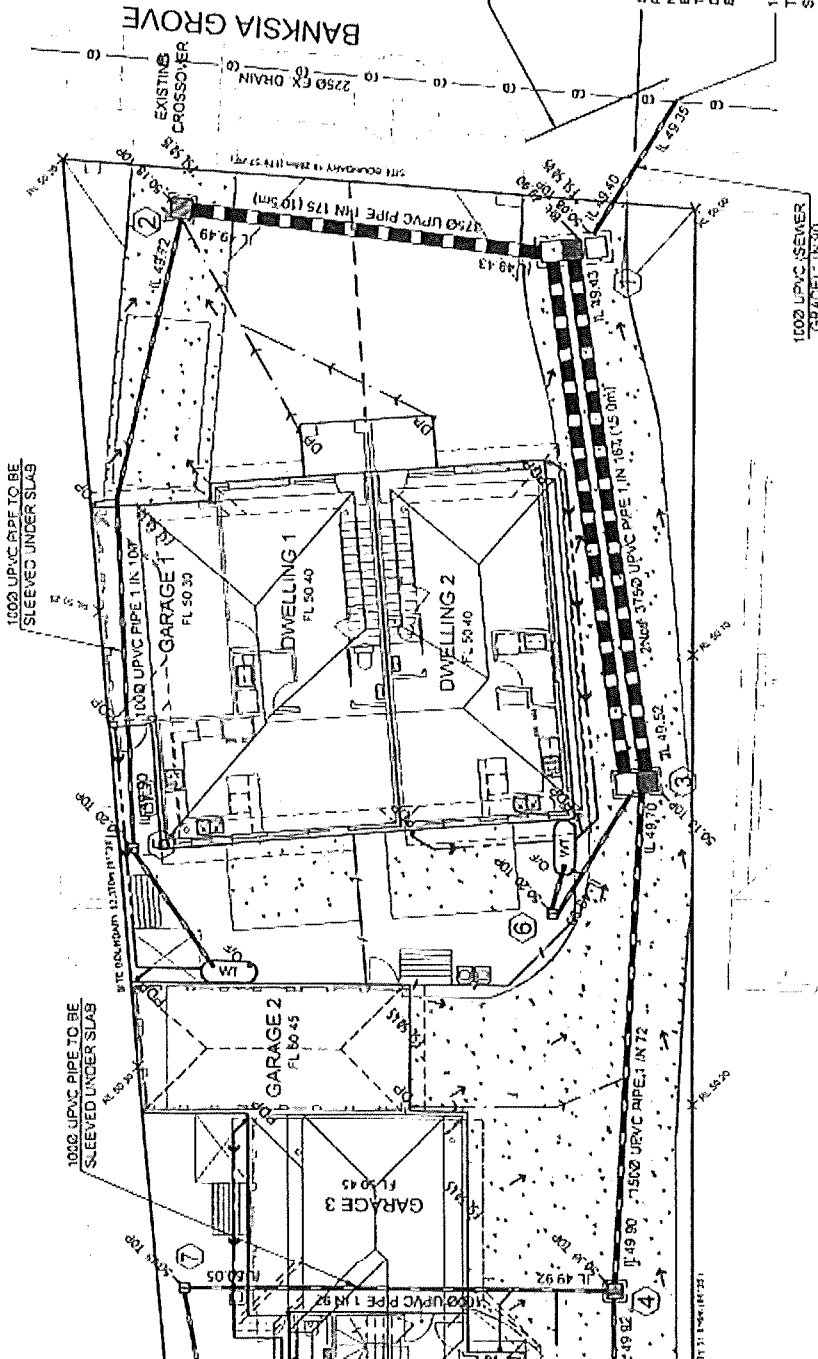
approximate only and their exact position should be determined on site. No guarantee is given that all existing services are shown.



WATER CONNECTION ONLY

Asset Protection permit is required from the Council Ph 9205 2200

CITY INFRASTRUCTURE
APPROVED



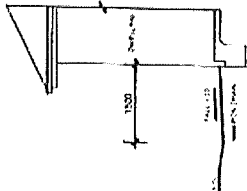
NEW CROSSING TO BE CONSTRUCTED IN ACCORDANCE WITH COUNCIL REQUIREMENTS AND SPECIFICATIONS

SAVING AND REMOVE EXISTING FOOTPATH PAVEMENT BEYOND THIS POINT AND CONSTRUCT NEW FOOTPATH PAVEMENT TO MATCH WITH EXISTING PAVEMENT TO NEW PAVEMENT. REFER TO ARCHITECT'S DRAWINGS FOR THE EXTENT OF DEMOLITION WORK. MATCH NEATLY AND EVENLY WITH EXISTING LEVEL.

1000 STORMWATER PIPE CONNECT DIRECTLY TO KERB CHANNEL AS PER COUNCIL STANDARDS DRAWING S0290. REFER TO DETAIL ON SHEET 2.

1000 OUTLET = IL 49.35
THE LPOD HAVE BEEN ASSUMED 600mm DEPTH. THE BUILDER IS RESPONSIBLE TO CONFIRM INVERT LEVEL OF KERB PRIOR TO COMMENCEMENT OF CONSTRUCTION AND ANY DISCREPANCIES MUST BE REPORTED TO THE DESIGN ENGINEER FOR RE-DESIGN AND RE-SUBMISSION TO THE COUNCIL.

Council
chain



SURFACE DRAIN DETAIL

Any drains to bypass OSD system and discharge to the local chamber (unless they can be connected into OSD system) above the top of head height.

2000L SUITLINE WATER TANK TO BE INSTALLED IN ACCORDANCE WITH AS3500 & HB220. 2000L IS TO BE USED FOR SANITARY TOILET FLUSHING AND IRRIGATION PURPOSES. REFER TO DETAIL W/

WT

IMPORTANT NOTE:

BUILDER/CONTRACTOR MUST CONFIRM THE EXACT LOCATION, DEPTH AND INVERT LEVEL OF THE EXISTING COUNCIL DRAINAGE PIPE (LPOD) ON-SITE PRIOR TO COMMENCING THE DRAINAGE WORKS. ANY DISCREPANCIES MUST BE REFERRED BACK TO DESIGN ENGINEER TO AVOID AND RESUBMIT TO COUNCIL FOR APPROVAL.

PIPES UNDER SLAB:

PIPES UNDER GARAGES/DWELLINGS WILL NEED TO BE AT LEAST 100mm DIAMETER AND SEWER CLASS

REMARKS

REFER TO ORIFICE PIT

SS C STEEL GRATED COVER

SS C STEEL GRATED COVER

SS C STEEL GRATED COVER

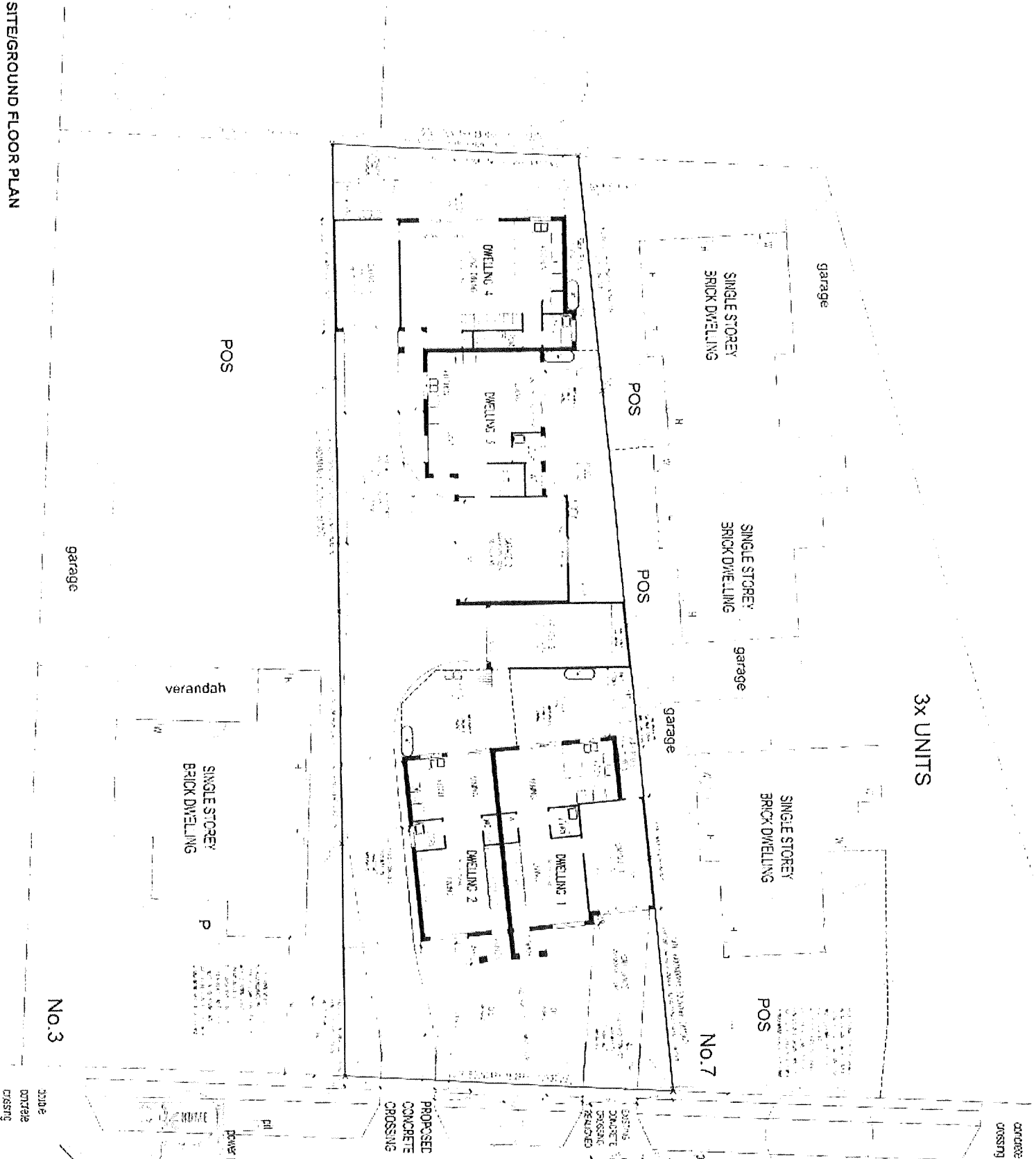
BE INSTALLED

PER SPECIFICATIONS

PLEASE NOTE - DOWNPIPES

The locations of all downpipes for proposed dwellings is to be determined by architects. Refer to architects final working drawings for at downpipe locations. 100X600 downpipes 1 UNO to connect using 100mm Ø pvc stormwater pipe 1 in 100 minimum is detail available

SITE/GROUND FLOOR PLAN



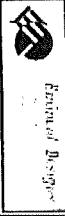
BANKSIA GROVE

TPA

PROPOSED 4 DWELLINGS
DEVELOPMENT AT
No. 5 BANKSIA GROVE
TULLAGHMORE VIC

SITE/GROUND FLOOR PLAN

17-002	1	C
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CONCRETE CROSSING

AREA ANALYSIS m2

DWELLING 1

DWELLING 2

DWELLING 3

DWELLING 4

LEGEND

PROPOSED CONCRETE CROSSING

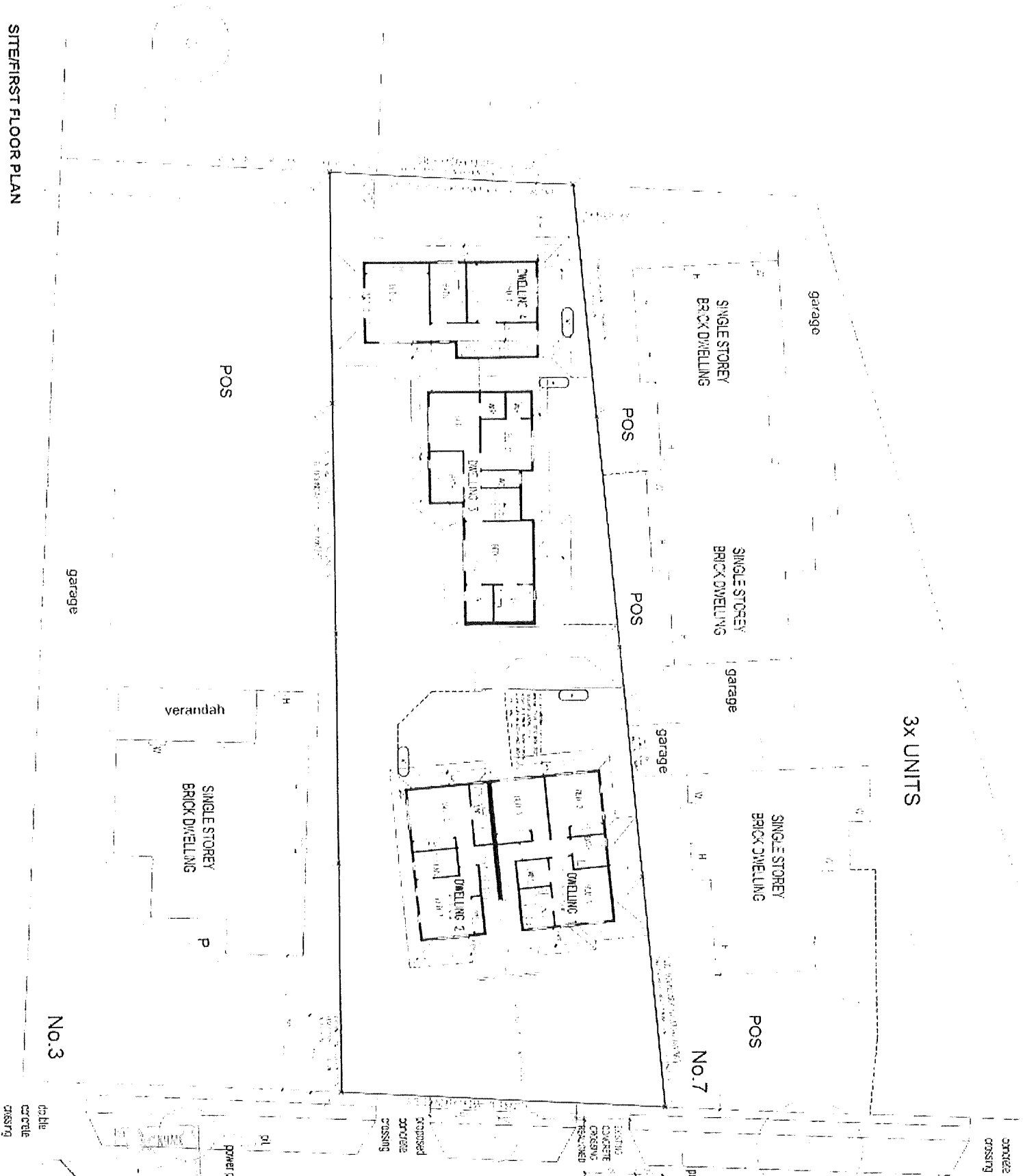
POS

POWER POLE

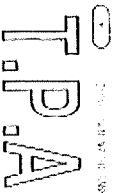
WATER

200e
2007e
crossing

SITE/FIRST FLOOR PLAN
SCALE 1:100



BANKSIA GROVE



PROPOSED 4 DWELLINGS
DEVELOPMENT AT
No. 5 BANKSIA GROVE
TULLAMARINE VIC

SITE/FIRST FLOOR PLAN

DATE	BY	REVISION
17 - 002	5	5



driveway crossing

AREA ANALYSIS m2
DWELLING 1

DWELLING 2

DWELLING 3

DWELLING 4

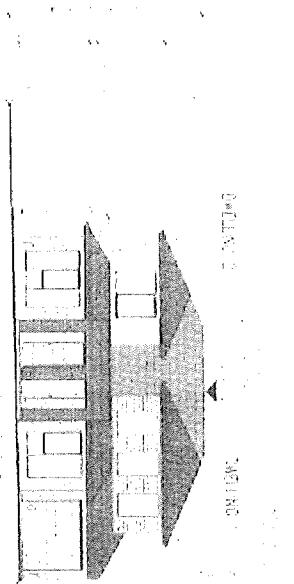
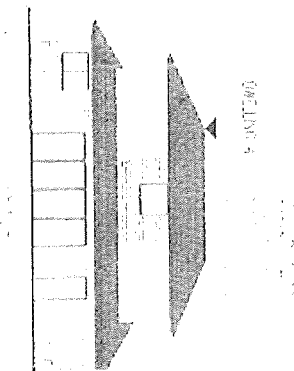
LEGEND

POS

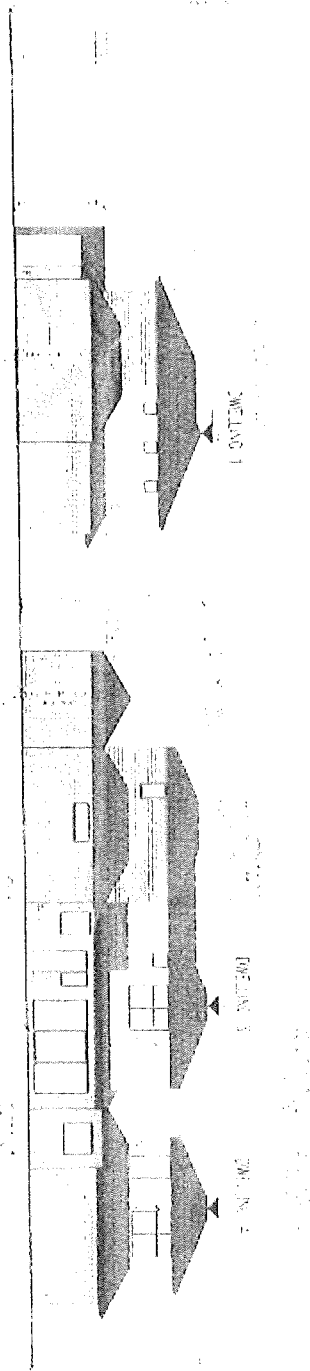
sculptured concrete crossing

power pole

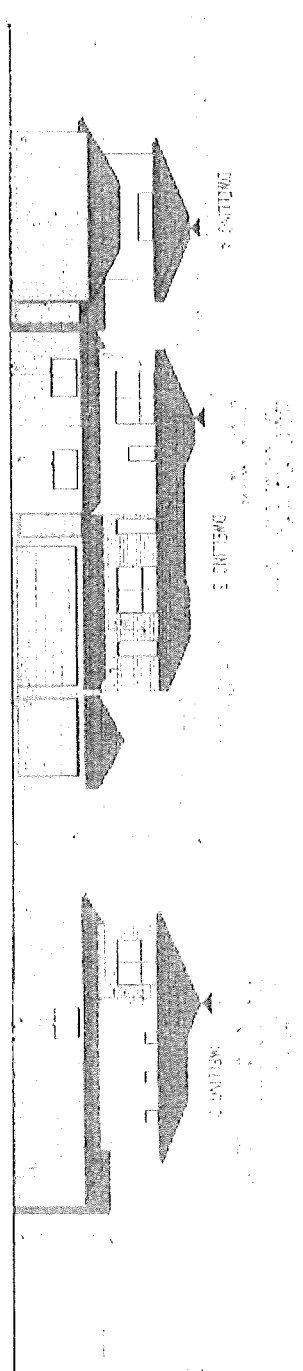
driveway crossing

EAST ELEVATION
 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1

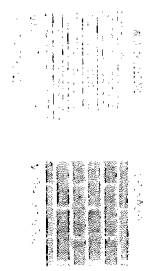
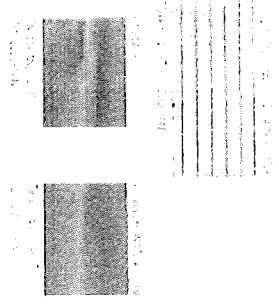
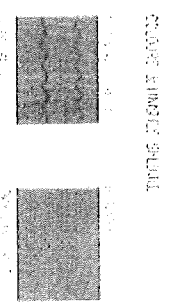
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



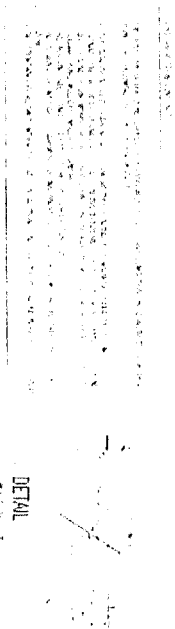
REPORT OF THE
COMMISSIONER OF
THE GENERAL LAND OFFICE
FOR THE YEAR 1884

17-007	1
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PLANT SCHEDULE FOR UAC

PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY
1. PLANT 1	PL1	1.0m x 1.0m	10
2. PLANT 2	PL2	1.0m x 1.0m	10
3. PLANT 3	PL3	1.0m x 1.0m	10
4. PLANT 4	PL4	1.0m x 1.0m	10
5. PLANT 5	PL5	1.0m x 1.0m	10
6. PLANT 6	PL6	1.0m x 1.0m	10
7. PLANT 7	PL7	1.0m x 1.0m	10
8. PLANT 8	PL8	1.0m x 1.0m	10
9. PLANT 9	PL9	1.0m x 1.0m	10
10. PLANT 10	PL10	1.0m x 1.0m	10



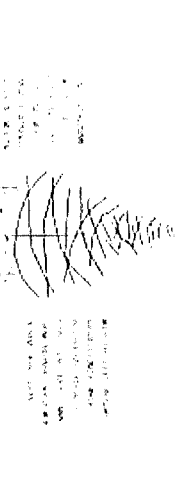
GENERAL NOTES

1. All plants shall be supplied by the contractor and shall be planted in accordance with the specifications of the relevant authorities.

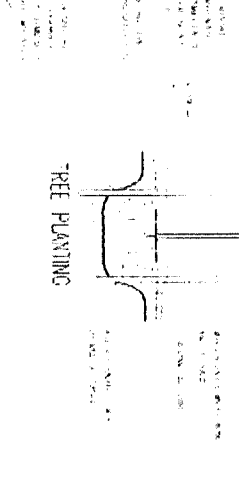
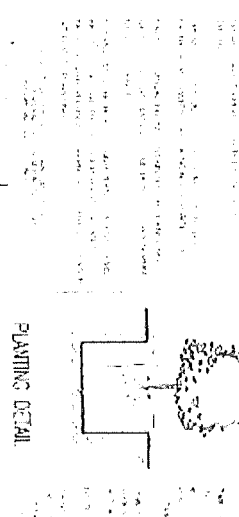
2. The plants shall be planted in the locations indicated on the drawings and shall be maintained for a period of 12 months after planting.

3. The contractor shall be responsible for the supply and maintenance of all plants and shall be responsible for the replacement of any plants that die or become diseased within the 12-month period.

4. The contractor shall be responsible for the supply and maintenance of all plants and shall be responsible for the replacement of any plants that die or become diseased within the 12-month period.



PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY
1. PLANT 1	PL1	1.0m x 1.0m	10
2. PLANT 2	PL2	1.0m x 1.0m	10
3. PLANT 3	PL3	1.0m x 1.0m	10
4. PLANT 4	PL4	1.0m x 1.0m	10
5. PLANT 5	PL5	1.0m x 1.0m	10
6. PLANT 6	PL6	1.0m x 1.0m	10
7. PLANT 7	PL7	1.0m x 1.0m	10
8. PLANT 8	PL8	1.0m x 1.0m	10
9. PLANT 9	PL9	1.0m x 1.0m	10
10. PLANT 10	PL10	1.0m x 1.0m	10



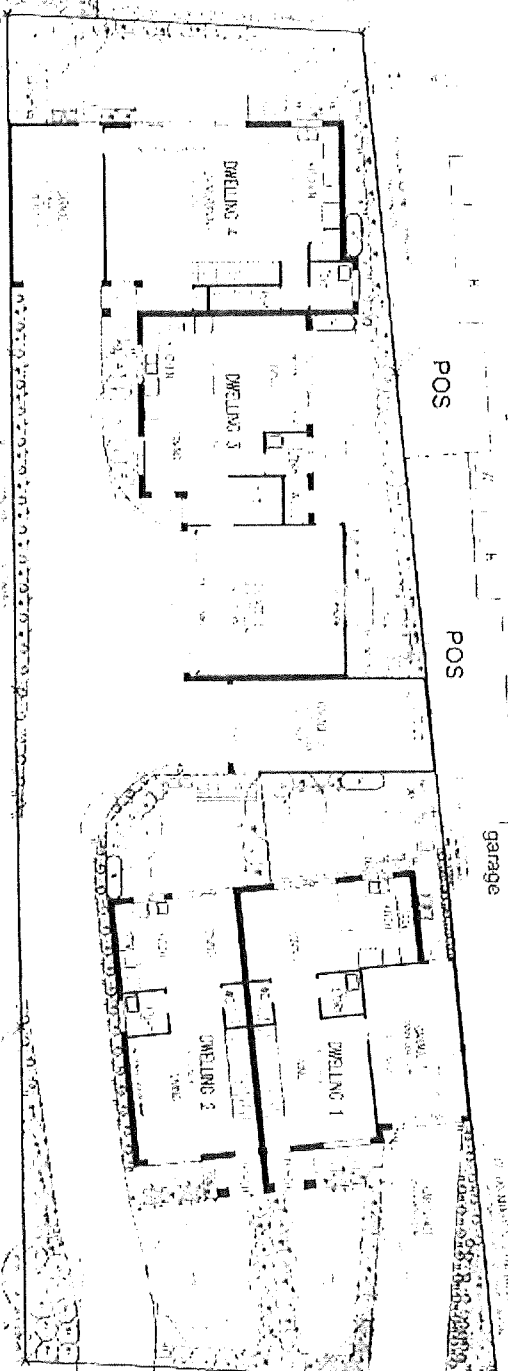
PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY
1. PLANT 1	PL1	1.0m x 1.0m	10
2. PLANT 2	PL2	1.0m x 1.0m	10
3. PLANT 3	PL3	1.0m x 1.0m	10
4. PLANT 4	PL4	1.0m x 1.0m	10
5. PLANT 5	PL5	1.0m x 1.0m	10
6. PLANT 6	PL6	1.0m x 1.0m	10
7. PLANT 7	PL7	1.0m x 1.0m	10
8. PLANT 8	PL8	1.0m x 1.0m	10
9. PLANT 9	PL9	1.0m x 1.0m	10
10. PLANT 10	PL10	1.0m x 1.0m	10

SINGLE STOREY
BRICK DWELLING

SINGLE STOREY
BRICK DWELLING

SINGLE STOREY
BRICK DWELLING

POS
No. 7



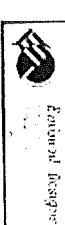
BANKSIA GROVE

T.P.A

PROPOSED 4 DWELLINGS
DEVELOPMENT AT:
No. 5 BANKSIA GROVE
TULLAGHMORE VIC

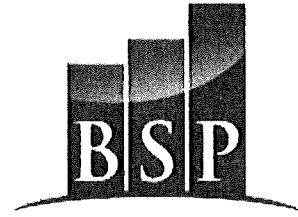
LANDSCAPE PLAN

NO.	DATE	REVISION
1	17-002	7
2		C



Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192



Permit No: BS-U 1301 2048446495582

Property Details: Lot (168) 5 Banksia Grove TULLAMARINE VIC 3043
Units: Unit 1
Title Details: LP/PS: LP020168, Vol: 08091, Folio: 001
Municipal District: HUME CITY COUNCIL

Building Permit Details

Building Permit No.: 2048446495582

Version of BCA applicable to building permit: BCA 2019 Volume 2 Amendment 1

Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Four Attached Dwelling	Domestic	1a(a)	1.5	N/A
Four Associated Garages	Minor Domestic Storage	10a	2.5	N/A

Suitability for occupation

At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Philip Watt
Address: Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040
Email: info@bspmelb.com.au
Building practitioner registration no.: BS-U 1301

Occupancy Permit No.: BS-U 1301 2048446495582

Date of Issue: 29/08/2024

Date of Final Inspection: 23/07/2024

Signature:

T: (03) 9337-0183 • E: info@bspmelb.com.au

Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040

<http://bspaus.com.au>

Liability limited by a scheme approved under Professional Standards Legislation

POWERED BY - PERMIT PROX  BETTER BUILT SOFTWARE

OWNERS CORPORATION CERTIFICATE*Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16***Owners Corporation No****Address: Unit 1, 5 Banksia Grove, Tullamarine 3043**

This certificate is issued for	Lot 2 on Plan of Subdivision No: PS849234P
Postal address is	Unit 1, 5 Banksia Grove, Tullamarine 3043
Applicant for the certificate is	FLOOD CHALMERS MEADE
Address for delivery of certificate is:	1St Floor, 409 Keilor Road Niddrie 3042
Date that the application was received:	4 October 2024

IMPORTANT:The information in this certificate is issued on: **4 October 2024**

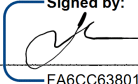
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot annually are: \$1,284.93
2.	The date which the fees for the lot have been paid up to is – 19/09/2025
3.	The total of any unpaid fees or charges for the lot are – Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: Nil
6.	The owners corporation has the following insurance cover: See attached - the name of the company: - policy number: - type of policy: - buildings covered: - building amount: - public liability amount - renewal date
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution -

	No
8.	The total funds held by the owners corporation – N/A
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: N/A
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - N/A
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? N/A
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
17.	Documents required to be attached to the owners corporation certificate are: • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

DATED the 4th day of October 2024.

This owners corporation certificate was prepared by: Flood Chalmers Meade

Postal address	Unit 1, 5 Banksia Grove, Tullamarine 3043
(signature)	Signed by:  FA6CC63801C24C8...
(Print name)	DOMSAL PTY LTD (ACN 005 338 287)
(name of management company if relevant) as delegate of the owners corporation	Unit 1, 5 Banksia Grove, Tullamarine 3043

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.



Edgewise Insurance Brokers Pty Ltd.

ABN 32 120 673 261

AFS Licence No. 307654

Tel: +61 3 9425 1333

675 Victoria Street

PO Box 3003

Fax: +61 3 9425 1399

Abbotsford VIC 3067

Burnley North

Email: email@edgewise.com.au

VIC 3121

As per your request, we have arranged the following insurance cover effective from the 19/09/2024. Claims may be denied by the Insurer if payment is not received within 14 days of this date.

Page 1 of 4

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 19/09/2024

Invoice No: 0132312

Our Reference: SALVO JOE

Should you have any queries in relation to this account, please contact your Account Manager Emma Rodriguez

Joseph Salvo
Joseph Salvo
10 Airdrie Mews
GREENVALE VIC 3059

Class of Policy: Strata Title Insurance
Insurer: Certain Underwriters At Lloyd's
Lloyds

ABN:

The Insured: PS 849234**NEW POLICY****Policy No:** HS0006133925**Period of Cover:**

From 19/09/2024

to 19/09/2025 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured**Your Premium:**

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$3,952.24	\$150.00	\$0.00	\$427.72	\$434.75	\$175.00

TOTAL AUD \$5,139.71

(A processing fee applies for Credit Card payments)



Please turn over for further payment methods and instructions

**Biller Code:** 20362**Ref:** 40072181912373875

Pay by credit card (Visa, Mastercard, Amex or Diners)
at www.deft.com.au
A surcharge may apply.
DEFT Reference Number: 40072181912373875



Acct Name: Edgewise Insurance Brokers Pty Ltd
BSB: 183334 Account: 301779880
Lodgement Reference: 8191237387
Please note: Lodgement Reference is required.



*498 400721 81912373875

+400721 81912373875<

Edgewise Insurance Brokers Pty Ltd

Our Reference: SALVO JOE**Invoice No:** 0132312**Due Date:** 19/09/2024

Premium	\$3,952.24
U'writer Levy	\$150.00
Fire Levy	\$0.00
GST	\$427.72
Stamp Duty	\$434.75
Broker Fee	\$175.00

AMOUNT DUE AUD \$5,139.71

000513971<3+



Pay a BPAY bill

Payment successful

Your receipt

Lodgement number ⓘ	2213882838
Receipt number ⓘ	856084
Pay from	
Account name	Domsal
Pay to BPAY biller	
Biller name	DEFT INSURANCE
Biller Code	20362
Reference number ⓘ	40072181912373875

Payment details

Pay no earlier than	22/09/2024
Total amount	\$5,139.71

Important information

This is your lodgement receipt confirming your bill payment has been lodged for processing by us. When the payee's account will be credited will depend on the policy and systems of the payee's bank.

If you want a receipt number for a future-dated bill payment, you should log on to ANZ Internet Banking after the bill payment date to confirm that your bill payment has been processed by us.

Save biller

To save this new biller, enter nickname below

Nickname

Save biller

IMPORTANT NOTICES**1. Duty of disclosure – (non-consumer insurance contracts only)****Your duty of disclosure**

You and everyone who is insured under your policy must comply with the duty of disclosure. Make sure you explain the duty to any other insureds you apply on behalf of. The duty requires you to tell the Insurer anything that you know or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms. You have this duty until the Insurer agrees to insure you. You do not need to tell the insurer anything that:

- Reduces the risk they insure you for; or
- Is common knowledge; or
- The Insurer knows, or should know; or
- The Insurer waives your duty to tell them about.

If you do not tell the Insurer something

If you (or anyone who is insured under the policy) do not tell the Insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay if you make a claim, or both.

If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Duty to not make a misrepresentation – (consumer insurance contracts only)

Consumer insurance contracts are insurance contracts where the insurance is obtained wholly or predominantly for the personal, domestic or household purposes of the insured or where the insurer opts into the consumer insurance contract regime.

Before you enter into a new policy, renew or vary your existing policy, you have a duty under the *Insurance Contracts Act 1984 (ICA)* to take reasonable care not to make a misrepresentation to the Insurer (**your duty**).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. The insurer requires you to contact us to tell us if any information that you have previously told us, that is relevant to your policy, is incorrect or if it has changed. If you do not tell us about a change to something that you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. Your duty applies before you enter into the policy, and also before you renew, extend, vary or reinstate the policy.

If you fail to meet your duty, the Insurer may be able to cancel or reduce the amount it will pay if you make a claim, or both. If the failure is fraudulent, the Insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

2. Misstatement of Premium

We attempt to provide you with the correct amount of premium and statutory charges applying to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct that amount. By instructing us to arrange insurance for you, you agree, where permitted by law, that you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

3. Complaints

We subscribe to the Insurance Brokers Code of Practice and are members of the Australian Financial Complaints Authority (AFCA). As part of these obligations, we are committed to the fair, transparent and timely resolution of complaints and disputes. If you are unhappy with our service, or if you would like more information, please contact our Complaints Officer on 03 9425 1333.

4. Cancellations

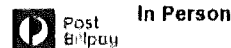
We have a set of standard non-refundable Broker Fees that we charge you for the cost of the various administrative and placement services. In addition, if a policy that we arrange for you is cancelled before the period of insurance has ended we will retain a fee equal to the commission included in any premium returned to you.

5. Financial Services Guide (FSG)

Our FSG contains important information about our relationship with you, including details of how we are remunerated. A copy of our FSG can be obtained on our website at <https://www.edgewise.com.au/wp-content/uploads/2021/11/Edgewise-FSG011121.pdf> or by contacting your Edgewise Account Manager.



DEFT is a service of Macquarie Bank



Contact your participating financial institution to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.

Pay by credit or debit card at www.deft.com.au.

Edgewise Insurance Brokers Pty Ltd accepts Mastercard, Visa, American Express & Diners Club Cards.

Pay by Direct Bank Deposit by accessing the Internet banking site of your financial institution.

It is important that the Lodgement Reference number provided is used in the lodgement reference field of your electronic file or funds transfer system so that your payment can be identified.

Please present page intact at any Australia Post Office.

Payments may be made by cheque or EFTPOS.

Please make any cheques payable to 'DEFT Payment Systems for Edgewise Insurance Brokers Pty Ltd'.

Schedule of Insurance

Class of Policy:	Strata Title Insurance	Policy No:	HS0006133925
The Insured:	PS 849234	Invoice No:	0132312
		Our Ref:	SALVO JOE

This policy has been placed through

Hutch Underwriting Pty Ltd
ABN 84 655 256 134
L8, 11 York Street, Sydney, NSW, 2000

Hutch Underwriting Pty Ltd is an underwriting agency who has placed the policy with

Certain Underwriters At Lloyd's
Lloyds

STRATA TITLE INSURANCE

Policy Number	HS0006133925
Period of Insurance	19/09/2024 to 19/09/2025 at 4:00pm
Insured	Owners Corporation Plan No. PS 849234
Interested Parties	None
Situation	5 Banksia Grove, TULLAMARINE, VIC, 3043
Cover	
Insured Property	Insured
Building	\$2,800,000
Common Area Contents	\$28,000
Loss of Rent & Temporary Accommodation (total payable)	\$420,000
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	\$20,000,000
Fidelity Guarantee	Not Insured
Voluntary Workers	Not Insured
Office Bearers Legal Liability	Not Insured
Machinery Breakdown	Insured
Sum Insured	\$5,000
Catastrophe Insurance	Not Insured
Government Audit and Related Covers	Not Insured
Lot Owners Fixtures and Improvements (per lot)	Not Insured
Flood Cover	Insured

Schedule of Insurance

Page 4 of 4

Class of Policy: Strata Title Insurance
The Insured: PS 849234

Policy No: HS0006133925
Invoice No: 0132312
Our Ref: SALVO JOE

Excesses**Insured Property**

Standard \$500
 Water Damage \$1,000
 UNOCCUPANCY \$1,000

Liability to Others

Liability to Others Excess \$1,000

Machinery Breakdown

Machinery Breakdown Excess \$500

Policy Wording FlexibleInsurance_PDS_0724.pdf

Imposed Conditions

None

Notes

None

Document template version: 01.09.00.00

DISCLAIMER:

This schedule (and any attachments) is only prepared as a brief summary of your insurance cover. It is not a complete description of all your policy terms, conditions, exclusions and/or coverage available.

Wherever "Not Taken by Insured" or "Not Insured" appears beside a Section/Class of the policy schedule you do not have insurance cover under that Section/Class.

Should you require quotations for any Section/Class for which you currently do not have cover please do not hesitate to contact our office.

In the case of a claim under any policy, or questions with regard thereto, the provisions of the policy will prevail.

Cancellations: We reserve the right to retain broker fee and pro-rata commission return on any policy cancellation.

IMPORTANT NOTICE – WHAT ADVICE IS BEING PROVIDED

If a Statement of Advice has not been provided to you with this Invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product. Information regarding the income we have been paid by the Insurer for this transaction is available upon request.

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](http://consumer.vic.gov.au/duediligencechecklist) 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.

(04/10/2016)