# VENDOR: JACQUELINE SAIZI and EDWARD SAIZI

PROPERTY:
7
FEATHERWOOD
CRESCENT,
CRAIGIEBURN

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

#### IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

You may negotiate with the vendor about the <u>amount of deposit moneys</u> payable under the contract of sale, up to 10% of the purchase price.

A <u>substantial period of time</u> 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and **a** copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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/2024
Print name(s) of person(s) signing:
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")
This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified
SIGNED BY THE VENDOR
on/2024
Print name of person signing JACQUELINE SAIZI and EDWARD SAIZI
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") The DAY OF SALE is the date by which both parties have signed this contract.

# PARTICULARS OF SALE

	TAITIEGEARS		
/ENDOR'S ESTATE AGENT	REDROK RESERVO	DIR	
	<b>Phone</b> : 042686812	2 03 946 21100	
	F11	Dredrok.com.au	
VENDOR	JACQUELINE SAIZI	and EDWARD SAIZI	
	Property: 7 FEATH	ERWOOD CRESCENT, Craigieburn VIC	3064
VENDOR'S CONVEYANCER		NG SERVICES PTY LTD	
OR LEGAL PRACTITIONER	17.4	Orive, Craigieburn VIC 3064	
	Tel: +61 425 695 7 Ref: PD:SF202433	92 Email: priya@pmpconveyancing.co	m.au
	and the second s	construction of the second of	1500000 1500000 N
PURCHASER	of:		
PURCHASER'S CONVEYANCER			
OR LEGAL PRACTITIONER	of:		
	Tel:	Fax:	
	Ref:	Email:	
PROPERTY ADDRESS			
The address of the property is	Property: 7 FEATH	RWOOD CRESCENT, Craigieburn VIC	3064
LAND (General Conditions 3)			
The land is – Described in the table below -			
Certificate of Title reference	being lot	on plan	
Volume 11980 Folio31	22273	801188N	
Volume 11900 6		/*************************************	

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

# GOODS SOLD WITH THE LAND

(General Condition 2.2(f)) all fixed floor coverings, electric light fittings, window furnishings, and all fixtures and fittings of a permanent nature.

\$ <del>5</del>		
PAYMENT (General Condition 10)		
Price	\$	
Deposit	ş By (	of which \$ has been paid)
Balance	\$ paya	ble at settlement
	S	

GST (General Condition 13)	·
The price includes GST (if any) unless the words 'plus GST' appear in this box:	
If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	
SETTLEMENT (General Condition 10)	
is due on/20 unless the land is a lot on an unregistered plan of subdivision, in which case settlement is do The above date; or 14 days after the vendor gives notice in writing to the purchaser of registration of the	
LEASE (General Condition 1.1)	
At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general conditi If 'subject to lease' then particulars of the lease are:	on 1.1,
TERMS CONTRACT (General Condition 23)	
If this contract is intended to be a terms contract within the meaning of the <i>Sale of Land Act</i> 1962 then add the words 'terms contract' in this box, and refer to general condition 23:	
LOAN (General Condition 14)	
The following details apply if this contract is subject to a loan being approved.	
Lender: Loan amount: \$ Approval date:	
SPECIAL CONDITIONS	
This contract does not include any special conditions unless the words 'special conditions' appear in this box:	SPECIAL CONDITIONS

# SPECIAL CONDITIONS

# A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

**Instructions:** It is recommended that when adding further special conditions:

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

# □ 1. Building Report

General condition 21 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a building report from a registered building practitioner within 14 days from the date the Purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

# ☐ 2. Pest Report

General condition 22 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a pest inspection report from a duly qualified pest inspector within 14 days from the date the purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

The report shows a major pest infestation of any structure of the land;

A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

# ☑ 3. Purchasers Acknowledgments

The property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this contract.

The purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claim or demands in respect thereof. The purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the contract.

# ☑ 4. Spa Or Pool Notice

The Purchaser acknowledges that on and from the Day of Sale, it is solely responsible at its own cost for any compliance with any Spa or Pool Notice.

# ☑ 5. No Warranty Or Representation

The Purchaser further acknowledges and agrees:

4.1 the Vendor makes no warranty or representation in relation to the Spa or Pool, any safety barrier for the Spa/Pool or their compliance with the Building Regulations; and 4.2 the Purchaser must not:

(a) make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition 4 & 5;

(b) require the Vendor to pay all or any part of the cost of complying with all Laws and the requirements of any Government Agency in respect of any matter referred to in this Special Condition 4 & 5; or

(c) delay settlement or refuse to settle by reason of any matter arising out of or in connection with this Special Condition 4 & 5.

# ☑ 6 . Dimensions of the Property

The Purchaser acknowledges and admits that he purchased the land as offered for sale and inspected by him is identical with that comprised within the said Certificate of Title and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise or call upon the Vendor to amend Title or to bear all or any part of the costs of doing so.

# ☑ 7 . Payment

- 7.1 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.
- 7.2 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.
- 7.3 The Purchaser must pay all money other than the deposit:
- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.
- 7.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 7.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.
- 7.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 7.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 7.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 7.9 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.
- 7.10 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.

# ■ 8 . Acceptance Of Title

General condition 12.4 is added:

12.4 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.

# ☑ 9. Adjustments

- 9.1 The Purchaser agrees to provide copies of all certificates and other information used to calculate the adjustments. Failure to do so will cause delay to the Vendor providing cheque directions and the cost of delaying settlement will be at the Purchaser expense and is considered to be in default of the contract.
- 9.2 A statement of adjustments needs to be provided by the Purchaser to PMP Conveyancing at least 2 business days prior to settlement, any failure to do so, will cause the Purchaser to pay an administration fee to PMP Conveyancing of \$150 at settlement for the delay of receiving the statement of adjustments.

# ☑ 10. Notices

- 10.1 The Purchaser acknowledges 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.
- 10.2 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.
- 10.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

# ☑ 11. Bank guarantee

- 11.1 In this special 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 under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 11.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.
- 11.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 11.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee.
- 11.5 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 to the extent of the payment.
- 11.6 Nothing in this special condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract.

#### □ 12. Planning

The property is sold subject to any restrictions 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.

## ☑ 13. Due Diligence Checklist

The Purchaser herby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 statement prior to signing the contract of sale hereof.

## □ 14. Guarantee □

In the event that the Purchaser is corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contact and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

# □ 15. Foreign Investment Review Board

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

# ☑ 16. Settlement rescheduling fee

The purchaser agrees to pay PMP Conveyancing a cost of \$250 to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is paid to PMP Conveyancing at settlement.

# ☑ 17. Payment of Deposit

The Deposit paid by the purchaser to the Agents Trust Account must not exceed 10% without the prior written consent of the Vendor. Should the purchaser breach this contract and make a deposit payment which exceeds 10%, the purchaser and their conveyancer must do all things reasonable to assist the Vendor with the early release of the deposit directly to the vendor or into the Purchasers PEXA Source Account for this settlement, at the purchasers' own costs.

Additional Special Conditions (If required and agreed with PMP Conveyancing):		
	•	

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

## TITLE

#### 1. Encumbrances

- 1.1. The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

#### 2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

# 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5 Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

# 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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
  - 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.

- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 8 unless the context requires otherwise.

# 9. 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.

#### 10. Settlement

- 10.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

# 11. Payment

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

# 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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

# 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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);
  - (c) all conditions of S27 of the Sale of Land Act 1962 ("the Act") have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

#### 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

# 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005);and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### TRANSACTIONAL

# 16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

# 17. Service

- 17.1 Any document sent by -
  - express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

# 19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

#### 20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

#### 21. Notices

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

# 22. Inspection

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

# 23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
  - any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor:
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on

- demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

# 24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### 25. Breach

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

# DEFAULT

## 26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates**Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

# 27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

# 28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and

- (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# Annexure A DIRECTOR'S GUARANTEE

We:	
Of:	

IN CONSIDERATION of you entering into the within contract of sale ("the contract") with the purchaser named and described in the Schedule hereto ("the purchaser") at the request of us, the persons named and described in the Schedule hereto ("the Guarantors"), we the Guarantors hereby jointly and severally AGREE WITH AND GUARANTEE AND INDEMNIFY you as follows:

- 1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
- 2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
- 3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
- 4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
- 5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
- 6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
- 7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
- 8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
- 9. For the consideration aforementioned and as a separate and severable covenant the Guarantors HEREBY AGREE to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
- 10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
- 11. The expression "the Guarantors" shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

# **PURCHASER AND GUARANTOR DETAILS** PURCHASER/S: NAME ADDRESS **GUARANTORS:** NAME ADDRESS **EXECUTION BY GUARANTORS EXECUTION BY GUARANTORS Date Signed** SIGNED by: ..... (Guarantor) **Date Signed** SIGNED by: ..... (Guarantor) SIGNED by: **Date Signed**

.....

**SCHEDULE** 

(Guarantor)

# 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 guestions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

# **Urban living**

# Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

# Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

# Growth areas

# Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

# Flood and fire risk

# Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

# Rural properties

# Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

# Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

## Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

# Soil and groundwater contamination

# Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist Page 19 of 20



# 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)



# 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	7 FEATHERWOOD CRESCENT, Craigieburn 3064		
Vendor's name	JACQUELINE SAIZI	Date / /	
Vendor's signature			
Vendor's name	EDWARD SAIZI	Date / /	
Vendor's signature			
Purchaser's name		Date / /	
Purchaser's signature			
Purchaser's name		Date / /	
Purchaser's signature			

1

# 1 FINANCIAL MATTERS

2

3

1.1	Part	iculars of any Rates, T	axes, (	Charges or Other Similar Outgoings (and any interest on	them)		
	(a)	Their total does not	exceed	l:	\$5,000.00		
1.2				er registered or not) imposed by or under any Act to secure it owing under the charge	an amount due		
	:=	18	То				
	4			and the second s			
	Otl	er particulars (including	dates	and times of payments):			
1.3	Terr	ns Contract					
	oblig	ed to make 2 or more pa	ayment	vendor statement is in respect of a terms contract where th is (other than a deposit or final payment) to the vendor afte is entitled to a conveyance or transfer of the land.		of the	
	Not	Applicable					
1.4	Sale	Sale Subject to Mortgage					
	(whe		istered	vendor statement is in respect of a contract which provides ), is NOT to be discharged before the purchaser becomes			
	Not	Applicable					
INS	UR	ANCE					
2.1	Damage and Destruction						
				vendor statement is in respect of a contract which does NC intil the purchaser becomes entitled to possession or receip			
	Not	Applicable.					
2.2	Owner Builder						
				there is a residence on the land that was constructed by a ection 137B of the Building Act 1993 applies to the residence			
	Not	Applicable.					
LA	ND I	JSE					
3.1	Eas	ements, Covenants or	Other \$	Similar Restrictions			
	(a)	A description of any ea unregistered): -	semen	t, covenant or other similar restriction affecting the land (wh	nether registered	or	
		Is in the attached copie	s of titl	e documents.			
	(b)	Particulars of any exist	ing failu	ure to comply with that easement, covenant or other similar	restriction are:		
		the best of the vendor's renant or other similar re		edge, there is no existing failure to comply with the terms of n.	any easement,		
3.2.	Roa	d Access					
	The	e is NO access to the pr	operty	by road if the square box is marked with an 'X'			
3.3.	Des	gnated Bushfire Prone	Area				
		land is in a designated b quare box is marked wit		prone area under section 192A of the <i>Building Act</i> 1993 if			

#### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

4.3.

# 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:

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

# 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.

Not Applicable.

# 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

# 8 SERVICES

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

Electricity supply □	Gas supply □	Water supply □	Sewerage □	Telephone services □
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# 9 TITLE

Attached are copies of the following documents:

# 9.1 (a) Registered Title

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

# 10 SUBDIVISION

## 10.1. Unregistered Subdivision

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

3

Not Applicable.

## 10.2. Staged Subdivision

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

Not Applicable.

#### 10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed. Not Applicable.

# 11 DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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):

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due

Not Applicable.

13

# 12 DUE DILIGENCE CHECKLIST

the	gence checklist available to purchasers before offering land for sale that is vacant residential land or land on which re is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor tement but the checklist may be attached as a matter of convenience.)
	Vacant Residential Land or Land with a Residence
	Attach Due Diligence Checklist (this will be attached if ticked)
ΑT	TACHMENTS
(Ar	y certificates, documents and other attachments may be annexed to this section 13)
(Aa	Iditional information may be added to this section 13 where there is insufficient space in any of the earlier sections)
	tached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) olies)



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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 americing

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

Page 1 of 1

VOLUME 11980 FOLIO 316

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#### LAND DESCRIPTION

Lot 22273 on Plan of Subdivision 801188N. PARENT TITLE Volume 11924 Folio 256 Created by instrument PS801188N 14/05/2018

#### REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JACQUELINE SAIZI
EDWARD SAIZI both of 7 FEATHERWOOD CRESCENT CRAIGIEBURN VIC 3064
AR973930D 01/03/2019

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU782747G 07/09/2021 NATIONAL AUSTRALIA BANK LTD

COVENANT PS801188N 14/05/2018

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 PS801188N FOR FURTHER DETAILS AND BOUNDARIES

# ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 7 FEATHERWOOD CRESCENT CRAIGIEBURN VIC 3064

# ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD Effective from 07/09/2021

DOCUMENT END

Title 11980/316 Page 1 of 1

# **Imaged Document Cover Sheet**

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Document Type	Plan
Document Identification	PS801188N
Number of Pages (excluding this cover sheet)	7
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# PLAN OF SUBDIVISION

# EDITION 1

# **PS 801188N**

LOCATION OF LAND

MICKLEHAM PARISH:

TOWNSHIP:

SECTION: CROWN ALLOTMENT:

CROWN PORTION:

2A (PART)

TITLE REFERENCE: VOL 11924 FOL 256

AST PLAN REFERENCE: LOT B ON PS807621T

POSTAL ADDRESS: 475B MT RIDLEY ROAD CRAIGIEBURN 3064 (at time of subdivision)

MGA 94 CO-ORDINATES: (approx. centre of land in plan)

E 314 200

N 5 839 900

Council Name: Hume City Council

Council Reference Number: S008023 Planning Permit Reference: P19410 SPEAR Reference Number: S092134E

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 03/03/2017

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

has been made and the requirement has not been satisfied

has been made and the requirement has been satisfied for: this plan at Statement of

Compliance (Document updated 09/05/2018)

Digitally signed by: Antonino Magazzu for Hume City Council on 13/12/2017

Statement Of Compliance issued: 09/05/2018

VESTING OF ROADS AND/OR RESERVES **IDENTIFIER** COUNCIL/BODY/PERSON HUME CITY COUNCIL ROAD R1 RESERVE No.1 HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD RESERVE No.2

ZONE: 55

**NOTATIONS** 

This is not a staged subdivision Planning Permit No. P19410

**DEPTH LIMITATION** DOES NOT APPLY

STAGING

LOTS 1 TO 22200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

AREA OF LAND SUBDIVIDED IS 5-353ha.

→ TANGENT POINTS ARE SHOWN THUS:

# EASEMENT INFORMATION

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	PARTY WALL	SEE DIAG	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-5 E-5	SUPPLY OF WATER THROUGH UNDERGROUND PIPES SUPPLY OF GAS	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION AUSNET SERVICES (GAS) PTY LTD
E-6 E-6 E-6	SUPPLY OF WATER THROUGH UNDERGROUND PIPES SUPPLY OF GAS SEWERAGE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION AUSNET SERVICES (GAS) PTY LTD YARRA VALLEY WATER CORPORATION

HIGHLANDS-222 DP20b 93 LOTS

LICENSED SURVEYOR GEOFFREY JAMES TURNER

Bosco Jonson Pty Ltd

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992



20/09/17 **REFERENCE 30477223** VERSION E DRAWING 3047722AE

Digitally signed by: Geoffrey James Turner (Bosco Jonson

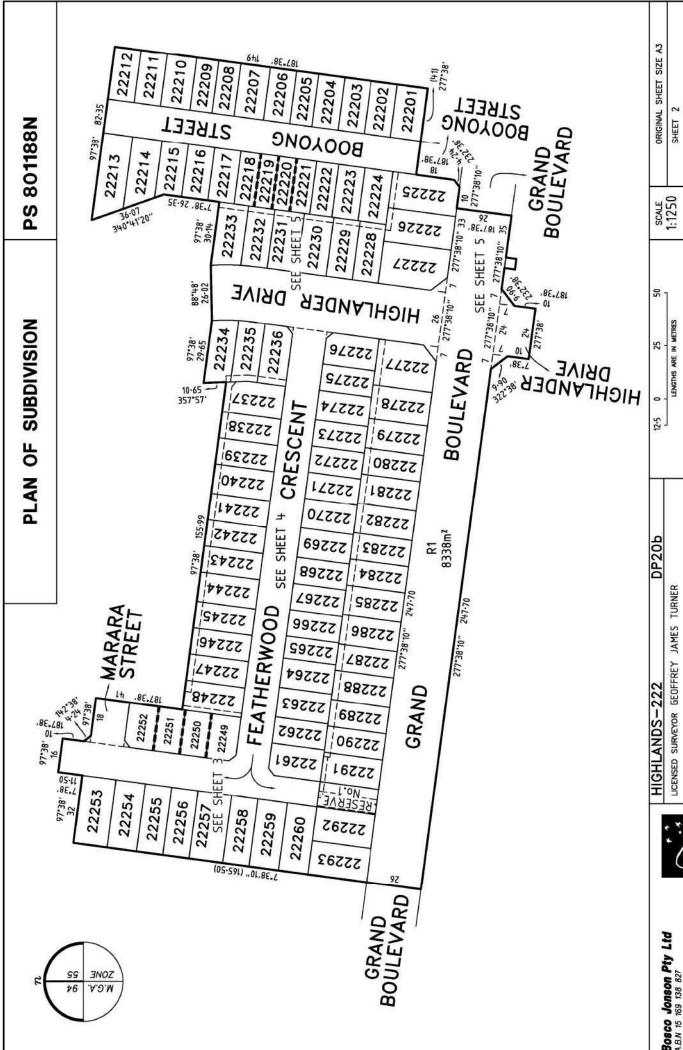
Surveyor's Plan Version (E) 05/12/2017, SPEAR Ref: S092134E

SHEET 1 OF 7 PLAN REGISTERED

TIME: 9:01 DATE: 14/5/18 Randall McDonald Assistant Registrar of Titles

ORIGINAL SHEET SIZE A3

SHFFTS



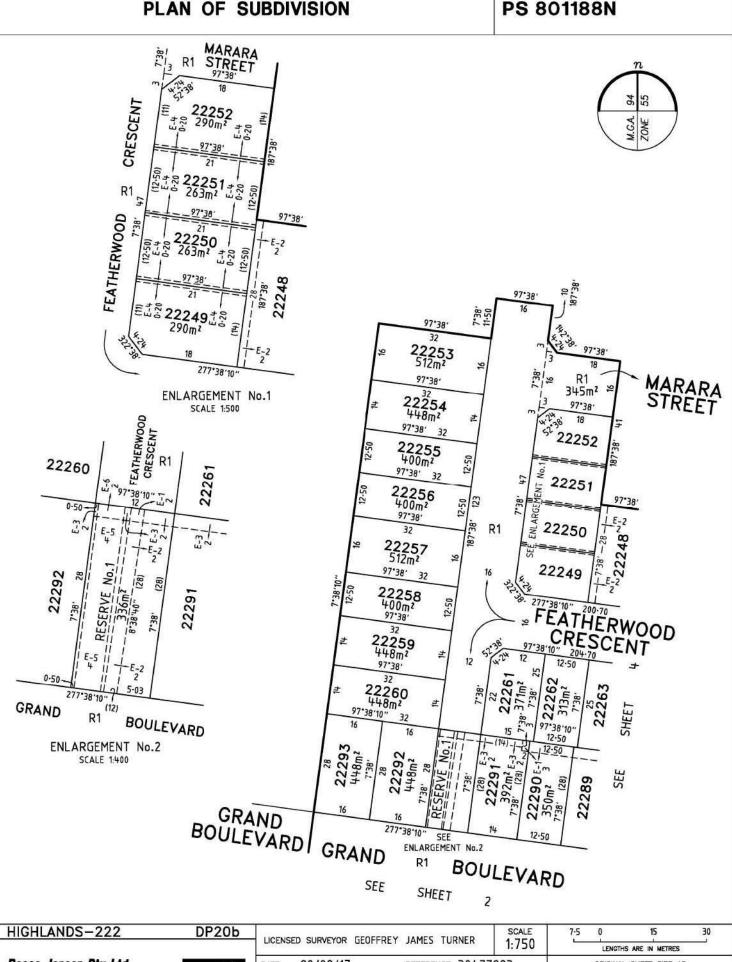
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65/12/2017, SPEAR Ref: S092134E

3047722AE

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P.O. Box 5075, South Melbourne, Vic 3205
It Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 fox 03) 9699 5992



**Bosco Jonson Pty Ltd** 

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992



DATE 20/09/17 VERSION E

05/12/2017, SPEAR Ref: S092134E

**REFERENCE 30477223** DRAWING 3047722AE ORIGINAL SHEET SIZE A3 SHEET 3

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Hume City Council, 13/12/2017 SPEAR Ref: S092134E

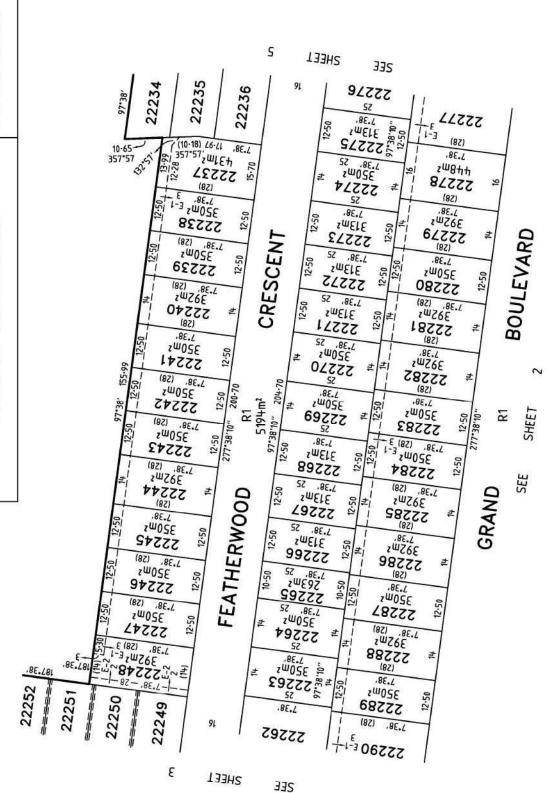
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M.G.A.

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A3 SIZE

ORIGINAL SHEET SHEET

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35-

DP20b

TURNER

LICENSED SURVEYOR GEOFFREY JAMES

HIGHLANDS-222

LENGTHS ARE IN METRES

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65/12/2017, SPEAR Ref: S092134E

3047722AE

DRAWING

30477223

REFERENCE

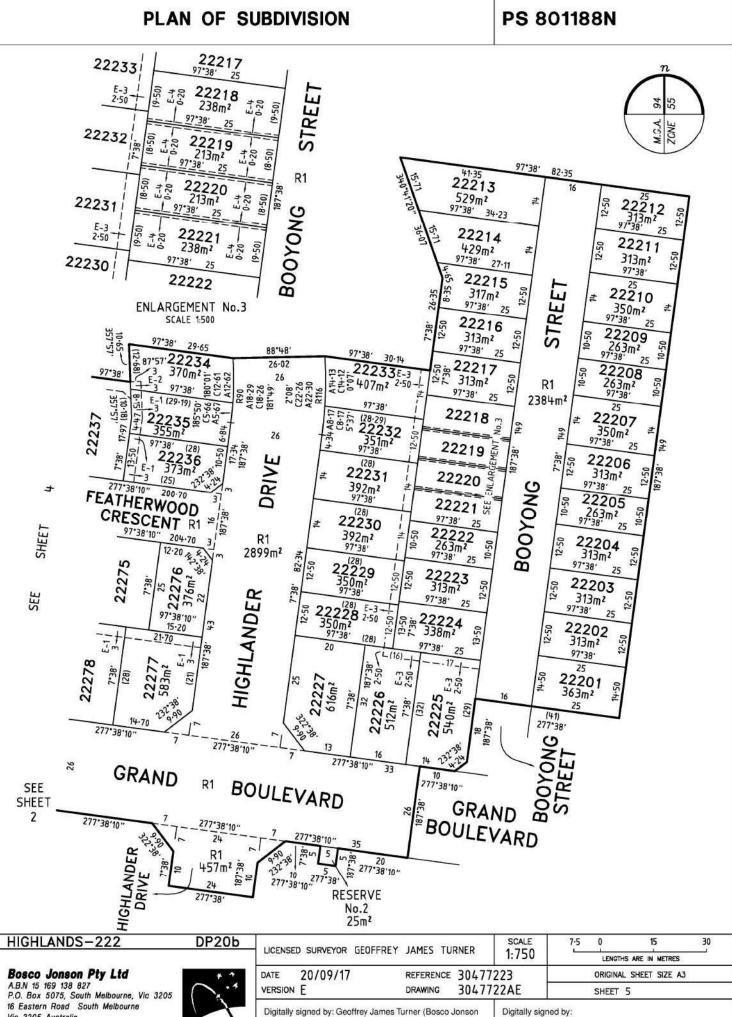
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DATE

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A.B.N 15 169 138 827 P.O. Box 5075, South Metbourne, Vic 3205 16 Eastern Road South Metbourne 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992 Bosco Jonson Pty Ltd



Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992

Surveyor's Plan Version (E) 05/12/2017, SPEAR Ref: S092134E Digitally signed by: Hume City Council, 13/12/2017 SPEAR Ref: S092134E

# PLAN OF SUBDIVISION

# **PS 801188N**

# CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

## DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN		
22201	22202		
22202	22201, 22203		
22203	22202, 22204		
22204	22203, 22205		
22206	22205, 22207		
22207	22206, 22208		
22210	22209, 22211		
22211	22210, 22212		
22212	22211		
22213	22214		
22214	22213, 22215		
22215	22214, 22216		
22216	22215, 22217		
22217	22216, 22218, 22233		
22223	22222, 22224, 22229, 22230		
22224	22223, 22225, 22226, 22228, 22229		
22225	22224, 22226		
22226	22224, 22225, 22227, 22228		
22227	22226, 22228		
22228	22224, 22226, 22227, 22229		
22229	22223, 22224, 22228, 22230		
22230	22221, 22222, 22223, 22229, 22231		
22231	22220, 22221, 22230, 22232		
22232	22218, 22219, 22220, 22231, 22233		
22233	22217, 22218, 22232		
22234	22235, 22237		
22235	22234, 22236, 22237		

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	
22236	22235, 22237	
22237	22234, 22235, 22236, 22238	
22238	22237, 22239	
22239	22238, 22240	
22240	22239, 22241	
22241	22240, 22242	
22242	22241, 22243	
22243	22242, 22244	
22244	22243, 22245	
22245	22244, 22246	
22246	22245, 22247	
22247	22246, 22248	
22248	22247, 22249, 22250, 22251	
22253	22254	
22254	22253, 22255	
22255	22254, 22256	
22256	22255, 22257	
22257	22256, 22258	
22258	22257, 22259	
22259	22258, 22260	
22260	22259, 22292, 22293	
22261	22262, 22290, 22291	
22262	22261, 22263, 22289, 22290	
22263	22262, 22264, 22288, 22289	
22264	22263, 22265, 22287, 22288	
22266	22265, 22267, 22286	
22267	22266, 22268, 22285, 22286	

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
22268	22267, 22269, 22284, 22285
22269	22268, 22270, 22283, 22284
22270	22269, 22271, 22282, 22283
22271	22270, 22272, 22281, 22282
22272	22271, 22273, 22280, 22281
22273	22272, 22274, 22279, 22280
22274	22273, 22275, 22278, 22279
22275	22274, 22276, 22277, 22278
22276	22275, 22277
22277	22275, 22276, 22278
22278	22274, 22275, 22277, 22279
22279	22273, 22274, 22278, 22280
22280	22272, 22273, 22279, 22281
22281	22271, 22272, 22280, 22282
22282	22270, 22271, 22281, 22283
22283	22269, 22270, 22282, 22284
22284	22268, 22269, 22283, 22285
22285	22267, 22268, 22284, 22286
22286	22265, 22266, 22267, 22285, 22287
22287	22264, 22265, 22286, 22288
22288	22263, 22264, 22287, 22289
22289	22262, 22263, 22288, 22290
22290	22261, 22262, 22289, 22291
22291	22261, 22290
22292	22260, 22293
22293	22260, 22292

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA3342.
- 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
- 3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLF OF THE DWELLING ON THE LOT CONTAINING THE BUILDING ENVELOPE.
- 4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
- 5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

20/09/17

05/12/2017, SPEAR Ref: S092134E

HIGHLANDS-222

DP20b

DATE

VERSION E

SCALE

LENGTHS ARE IN METRES ORIGINAL SHEET SIZE A3

SHEET 6

**Bosco Jonson Pty Ltd** 

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

**REFERENCE 30477223** DRAWING 3047722AE

> Digitally signed by: Hume City Council, 13/12/2017 SPEAR Ref: S092134E

Digitally signed by: Geoffrey James Turner (Bosco Jonson Surveyor's Plan Version (E),

# PLAN OF SUBDIVISION

**PS 801188N** 

# CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

#### DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
22205	22204, 22206
22208	22207, 22209
22209	22208, 22210
2221B	22217, 22219, 22232, 22233
22219	22218, 22220, 22232
22220	22219, 22221, 22231, 22232
22221	22220, 22222, 22230, 22231
22222	22221, 22223, 22230
22249	22248, 22250
22250	22248, 22249, 22251
22251	22248, 22250, 22252
22252	22251
22265	22264, 22266, 22286, 2228

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH LOT TYPE 'A' OF THE SMALL LOT HOUSING CODE UNLESS A SPECIFIC PLANNING PERMIT FOR THE SAID DWELLING HAS BEEN OBTAINED FROM THE RESPONSIBLE AUTHORITY.
- 2. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
- 3. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.
- 4. THIS RESTRICTION SHALL CEASE TO HAVE EFFECT AFTER THE ISSUE OF CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF THE DWELLING ON THE LOT.

HIGHLANDS-222

DP20b

DATE

VERSION E

Bosco Jonson Pty Ltd

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LICENSED SURVEYOR GEOFFREY JAMES TURNER

20/09/17

05/12/2017, SPEAR Ref: S092134E

REFERENCE 30477223

DRAWING

30477223 3047722AE

SCALE

ORIGINAL SHEET SIZE A3

SHEET 7

Hume City Council, 13/12/2017, SPEAR Ref: S092134E

Digitally signed by:

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd), Surveyor's Plan Version (E),

# PROPERTY REPORT



From www.land.vic.gov.au at 05 April 2024 09:47 PM

#### **PROPERTY DETAILS**

Address: **7 FEATHERWOOD CRESCENT CRAIGIEBURN 3064** 

Lot and Plan Number: Lot 22273 PS801188 Standard Parcel Identifier (SPI): 22273\PS801188

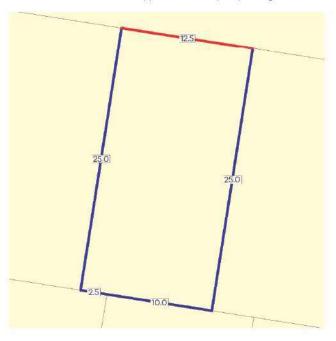
Local Government Area (Council): HUME www.hume.vic.gov.gu

Council Property Number: 722230

Directory Reference: Melway 386 B1

#### SITE DIMENSIONS

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



Area: 312 sq. m Perimeter: 75 m For this property: - Site boundaries -Road frontages

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

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

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

# UTILITIES

Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: Yarra Valley Water Inside drainage boundary Melbourne Water:

Power Distributor: **JEMENA** 

# STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN** 

Legislative Assembly: KALKALLO

# PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

Vicplan https://mapshare.vic.gov.au/vicplan/

Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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# PROPERTY REPORT



Energy, Environment and Climate Action





**Building Surveyors & Consultants** 

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

## FORM 16

Regulation 192

# **Building Act 1993**

**Building Regulations 2018** 

## OCCUPANCY PERMIT

Property Details: Number: 7

Street: Featherwood Crescent

Suburb: CRAIGIEBURN

Lot: 22273

LP/PS: PS801188N

Vol: 11980

Fol: 316

Municipality:

**Hume City Council** 

**Building Permit details:** 

Building Permit number: 20181448/0

Version of BCA applicable to building permit - 2016

**Building details** 

Part of Building

Permitted use

**BCA Classification** 

Dwelling

Domestic

1ai

Garage

Domestic

10a

Nature of Building Work:

Construction of a single storey dwelling and garage

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

Reporting Authority

Matter reported on or consented to

Regulation number

Council

Point of discharge stormwater

Reg 133(2)

#### Conditions to which this permit is subject:

- The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations.
   Attention is drawn to the CSIRO Building Technology File 18 named 'Foundation maintenance and Footing Performance: A home Owners Guide'.
- The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – 'Construction of buildings in bushfire areas' and in a state which enables them to fulfill their purpose.
- The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable)
- The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.
- This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).
- All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level
- 7. All landscaping must maintain a clearance below the building's damp proof course (i.e. base of hebel panel) of 25mm above the adjacent finished ground level. Additionally, the height of the slab on ground above external finished surfaces must not be less than the following: (i) 100mm above the finished ground level in low rainfall intensity areas or sandy, well drained areas; (ii) 50mm above impermeable areas that slope away from the building at a gradient of 25mm over the first metre; (iii) 150mm in any other case.



Suite 3, 55-57 Wangara Road
Cheltenham Victoria 3192
T: 8770 9900 F: 8786 3866
www.buildingstrategies.com.au

#### Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

#### Relevant Building Surveyor

Name: Jason Daniels - Advance Building Strategies

Address: 3/55-57 Wangara Road, Cheltenham Vic 3192

Email: permits@buildingstrategies.com.au

Building practitioner registration no.: BS-U 1441

Council name: Hume City Council

Occupancy Permit No: 20181448 Date of Issue: 15 February 2019

Date of final inspection: 15 February 2019

Signature:

Jam Jains.



Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

### **BUILDING PERMIT**

**Building Act 1993** 

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U1441 20181448/0

Issued to:

Porter Davis Access

Level 10, 720 Bourke Street

**MELBOURNE VIC 3000** 

0401 385 575

nicole.saia@porterdavis.com.au;houseandlandper

mits@porterdavis.com.au;

Ownership:

Stephen John Tankey

Level 10, 720 Bourke Street

**MELBOURNE 3000** 

Email:

Kelly.suel@porterdavis.com.au

Property Details: 7 Featherwood Crescent CRAIGIEBURN

Lot: 22273

LP/PS: PS801188N

Vol: 11980

Fol: 316

Municipality:

**Hume City Council** 

Builder:

**BPG Access Pty Ltd** 

Level 10, 720 Bourke Street

**MELBOURNE VIC 3000** 

0401 385 575

phyllis.zver@porterdavis.com.au;

Practitioners:

Practitioner

Stephen John Tankey

Stuart McLennan

**David Taylor** 

Reg Number

DB-U11533

**BSU 1577** 

Category/Class

Builder

**Building Surveyor** Civil Engineer

The Issuer of the required Insurance Policy is:

Policy Number:

Nature of Building Work:

HIA Insurance Services Pty Ltd

C367539

EC-44769

Construction of a single storey dwelling and garage

Storevs contained:

Version of BCA applicable to permit: Stage of building work permitted:

Cost of building works:

\$256,711

Total floor area of new building work in m2: 182

**Building Classification** 

Part of Building

Dwelling

**BCA Classification** 

1ai

Garage

10a



Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

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### **BUILDING PERMIT**

**Building Act 1993** Building Regulations 2018:- Reg 37(1) Permit Number: BS-U1441 20181448/0

Form 2

#### Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement P2.1 & Vic P2.6.1 Structure, P2.2.2

Weatherproofing

**Details of Performance Solution** 

Was used to determine compliance with the following Performance Requirements of the BCA that relate to this project: Hebel Power panel System - P2.1 & Vic P2.6.1 Structure, P2.2.2 Weatherproofing

4. P2.4.1 - Wet areas

4. P2.4.1 - Wet areas Wet area construction bathrooms, laundries, powder rooms and water closets (Report No PBS

186 17-4)

- Protection of laundry, powder room & WC walls & adjoining floors: To allow the walls in the laundries, powder rooms & WC's to be installed without the wall being waterproofed for 25mm above the wall/floor junction. The tiled surface junctions will be water resistant and substrate wall and floor junctions will be sealed with waterproof flashing.
- Installation of bath & vanity basins: To allow the top flange of the bath and vanity to be sealed to the bath hob or vanity top with flexible waterproof sealant.
- Installation of window adjacent bath: To allow an aluminium framed window to be installed within 150mm of the horizontal surface of the bath hob.
- 5. P2.3.1 - Fire spread
- P2.3.1 Fire spread Protection of eaves within 900mm of the boundary (Report No PBS 303 16)
- To allow the eaves of the Class 1 building located within 900mm of the allotment boundary to be protected from the spread of fire using 19mm fibre cement sheet and non-combustible construction

## Prescribed Reporting Authorities

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

Reporting Authority Council

Matter reported on or consented to Point of discharge

Regulation number 133(2)

#### Protection work

Protection work is not required in relation to the building work proposed in this permit.



Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

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#### **BUILDING PERMIT**

Building Act 1993 Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U1441 20181448/0

#### MANDATORY INSPECTIONS

The mandatory notification stages are:

- Piers
- Pre Slab waffle/raft slab
- Concrete Slab Reinforcement
- Framework
- Final completion of works

For mandatory inspection bookings please call 8770 9900 or email <a href="mailto:inspections@buildingstrategies.com.au">inspections@buildingstrategies.com.au</a> prior to 4.00pm weekdays for the following weekday inspection

#### OCCUPATION OR USE OF BUILDING

An Occupancy Permit inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

#### Commencement and completion

#### Building Work is to commence by: 15/06/2019

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

#### This building work must be completed by: 15/06/2020

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

#### PERMT CONDITIONS

#### This permit is subject to the following conditions

- This building permit is not evidence that the design complies with any restrictive covenant or other
  encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any
  encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings
  from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach
  over the title boundaries of the subject allotment.
- The person in charge of carrying out of the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage.
- The person in charge of carrying out of the building work must ensure the registration numbers and contact
  details of the builder and building surveyor and the building permit number and the date of issue are
  displayed on the allotment in a conspicuous position prior to the commencement of building work and for the
  duration of the building work.



Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

### **BUILDING PERMIT**

**Building Act 1993** Building Regulations 2018:- Reg 37(1) Permit Number: BS-U1441 20181448/0

Form 2

- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- The person in charge of carrying out of the building work must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.

If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.

Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.

All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations

It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.

Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor is required to be engaged to verify specific finish floor levels.

Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks.

It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be

isolated from the proposed building works.

It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)

Any variation to the approved building permit documentation must be submitted to this office for approval

prior to the construction of the variation being carried out.

All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public

During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.

No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment. Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or

part 3.12 of the NCC (as applicable)

Truss computations and layouts to be submitted for approval prior to the frame inspection.

The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.

Provide written confirmation prior to the final inspection being carried out from CSR that the Articulation Joints have been installed in the Hebel panels in accordance with the manufacturers specifications.



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Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

Jason Daniels

3/55-57 Wangara Road, Cheltenham permits@buildingstrategies.com.au

Signature:

Registration Number: BS-U 1441
Council Name: Hume City Council

Permit Number: 20181448/0 Date Permit Issued: **15/06/2018** 



#### HIA INSURANCE SERVICES PTY LTD

4 / 70 Jolimont Street Jolimont VIC 3002 www.hiainsurance.com.au 1800 633 467

## **Domestic Building Insurance**

### Certificate of Insurance

BPG ACCESS PTY LTD 163 PRINCES HIGHWAY HALLAM VIC 3803 Policy Number: C367539

Policy Inception Date: 04/06/2018

Builder Account Number: 007467

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### **Policy Schedule Details**

Domestic Building Work:

**C01: New Single Dwelling Construction** 

At the property:

7 Featherwood Cres CRAIGIEBURN VIC 3064 Australia

Carried out by the builder:

**BPG ACCESS PTY LTD** 

Builder ACN:

119727043

If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):

**BPG ACCESS PTY LTD** 

Pursuant to a domestic building

08/12/2017

contract dated:

For the contract price of:

\$ 256,711.00

Type of Cover:

Cover is only provided if BPG ACCESS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or

Court Order '

The maximum policy limit for claims made under this policy is:

\$300,000 all inclusive of costs and expenses \*

The maximum policy limit for non-completion claims made under this policy is: 20% of the contract price limited to the maximum policy limit for all claims under the policy\*

#### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

#### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.





#### HIA INSURANCE SERVICES PTY LTD

4 / 70 Jolimont Street Jolimont VIC 3002 www.hiainsurance.com.au 1800 633 467

#### Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

### **Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:

\$735.00

GST:

\$73.50

Stamp Duty:

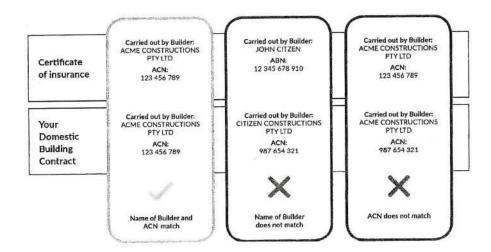
\$80.85

Total:

\$889.35

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for







## Rates and charges reminder notice

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

PROPERTY NUMBER: 722230
PAYMENT REFERENCE: 9937905
DATE OF ISSUE: 8/03/2024



For emailed notices: hume.enotices.com.au Reference: 3F076AE3FA

## <u> Իիկովարդիիիիվ||ալերբ</u>

E SAIZI & J SAIZI 7 FEATHERWOOD CRES CRAIGIEBURN VIC 3064

> 025 R0\_117810

#### PROPERTY DETAILS

7 FEATHERWOOD CRES CRAIGIEBURN VIC 3064 Lot 22273 PS 801188N Vol 11980 Fol 316 EDWARD SAIZI, JACQUELINE SAIZI

Site Value

\$350,000

Capital Improved Value

**Net Annual Value** 

\$1,463.82

\$550,000

\$27,500

Level of Value Date: 01/01/2023

Date Adopted for Rating Purposes: 01/07/2023

#### **RATES AND CHARGES**

**Amount Due** 

This notice includes payments made to 7/03/2024

Thank you if you have recently made a payment. If you're experiencing financial hardship, we encourage you to apply for a payment plan online in under five minutes, www.hume.vic.gov.au/rates

#### **INSTALMENT AMOUNT DUE**

\$1,463.82

**DUE DATE** 

**Now Due** 

#### **Customer Service Centres**

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

#### **Contact Council**

PO BOX 119, Dallas 3047 Phone: 9205 2200

Email: contactus@hume.vic.gov.au

hume.vic.gov.au



Scan here to pay







Bank Account

#### **HOW TO PAY**

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



BPAY (BPAY View Registration No: 9937/905

Access Bpay via your internet banking

BILLER CODE: 12500

REF: 9937905



POST BILLPAY
BILLPAY CODE: 0862

REF: 9937905



862 9937905



#### **ONLINE OR PHONE**

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



#### DIRECT DEBIT

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



#### IN PERSON

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



#### MAIL

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

#### IMPORTANT INFORMATION FOR RATEPAYERS

#### PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

#### PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

#### LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

#### FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or advise of extreme financial hardship, complete our online application form at hume.vic.gov.au/rates or call the Rates team on 9205 2200.

#### **ELECTRONIC DELIVERY OF RATES NOTICES**

Future rate and instalment notices can be sent direct to your nominated email address, you can register for this service at hume.enotices.com.au or arrange them to be sent to your online banking account through bpay.com.au/bpayview

#### **PENSION REBATE**

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at humevic.gov.au/rates

#### Language Support

Support is available in a variety of languages to better support our proudly diverse community.



hume.vic.gov.au/translate





#### Two FREE tip passes for our Resource Recovery Centres

Drop off waste at our Resource Recovery Centres for free. Limits and conditions apply. Bring this notice to redeem your pass. hume.vic.gov.au/rrc

Valid from 1 October 2023 to 30 September 2024 only.

#### **PAYMENT SLIP**

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

PROPERTY LOCATION 7 FEATHERWOOD CRES CRAIGIEBURN VIC 3064

HUME

RATEPAYER E SAIZI & J SAIZI

PROPERTY NUMBER INSTALMENT

722230 \$1,463.82



MR E SAIZI & MISS J SAIZI LOT 22273/ FEATHERWOOD CRES CRAIGIEBURN VIC 3064

1300 304 688	
13 27 62	
38 0474 2053	
3801 1862 32852	
15 Mar 2024	
7 FEATHERWOOD CRES	
CRAIGIEBURN	
5188712, PS 801188	

Tax Invoice Yarra Valley Water ABN 93 066 902 501

### Summary

Previous bill	\$727.38	
Payment received thank you	-\$729.00	
Balance carried forward	\$1.62 CR	
This bill		
Usage charges	\$346.67	
Service charges		
Water supply system	\$20.04	
Sewerage system	\$114.46	
Other authority charges		
Waterways and drainage	\$29.38	
Parks	\$21.10	
Total this bill (GST does not apply)	\$531.65	
Total balance	\$530.03	



#### Recycled water is available.

It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



#### Important note

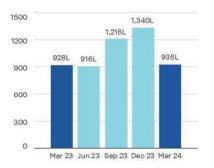
Your bill includes the parks charge, which is now billed quarterly.



- Usage charges
- Service charges
   Other authority charges

## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

## Your daily spend This bill compared to the same time last year. Excludes other authority charges.



## How to pay





Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



Transfer direct from your bank

Account name: Yarra Valley Water BSB: 033-885 Account number: 380427861



account to ours by Electronic Funds Transfer (EFT).



Biller code; 344366 Ref: 380 4742 0532



Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: 555 054 118T



#### Credit card

Online: yvw.com.au/paying Phone: 1300 362 332



Post Billpay®



Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au Biller code: 3042 Ref: 3801 1862 32852

Account number	38 0474 2053 3801 1862 32852 \$530.03		
Invoice number Total due			
Amount paid	\$		

. car acago actair		IKL - 1,000 titles		
Meter number	Current reading	Previous reading	Usage	
YRATD16894 (Recycled Water)	2kL -	2kL=	OkL	
From 11 Dec 2023 - 14 Mar 2024		(94 days)		
Total	0.000kL		\$0.00	
Meter number	Current reading	Previous reading	Usage	
YATD076859	1,548kL -	1,460kL =	88kL	
From 11 Dec 2023 - 14 Mar 2024			(94 days)	
Water and sewer usage charge	Usage	Price \$/kL	Amount	
STEP 1 (0-440 litres per day)	41.360kL x	\$3.3438=	\$138.30	
STEP 2 (441-880 litres per day)	41.360kL x	\$4,3873=	\$181.46	
STEP 3 (881 litres or more per day)	5.280kL x	\$5.0973=	\$26.91	
Total	88.000kL		\$346.67	
Total usage charges			\$346.67	

#### Your charges explained

Water and sewer usage charge 11 December 2023 - 14 March 2024

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

Water supply system chara

1 January 2024 - 31 March 2024 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

1 January 2024 - 31 March 2024 A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge 1 January 2024 - 31 March 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



#### Parks charge

Parks charge
1 January 2024 - 31 March 2024 Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, 200s, the Royal Dotanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

#### Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp**.

Registering your concession can also reduce the amount you need to pay. Please call us on 1800 680 824 or visit yvw.com.au/concession.

#### Contact us

Enquiries

TTY Voice Calls

@ enquiry@yvw.com.au

133 677 Speak and Listen

1300 304 688 For language assistance

Faults and Emergencies 13 27 62 (24hr) 1300 914 361 enguirv@vvw.com.au 電車話 1300 921 362 廣東話 Eλληνικά 1300 931 364 普通话 1300 927 363 Ελληνικά

1300 556 727 For all other languages call our translation service on 03 9046 4173

#### D Next meter reading:

Between 3-10 Jun 2024

### Avoid surprises with a flexible payment plan

Like thousands of our customers, you can make fortnightly or monthly payments that are spread evenly over the year.

 ∀yw.com.au/smoothpay **%** 1800 994 789

# Register your concession

Save up to 50% on your water and sewer charges.

∀vw.com.au/concessions

**% 1300 441 248** 



\*Health Care, Pension or DVA health card holders