

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: Unit 1, 69 CEDAR STREET THOMASTOWN VIC 3074**

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

The terms of this contract are contained in the:

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person 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 ...../...../20.....

Print name of person signing GIOVANNI MESITI as the Director of JOHN M. INSTALLATIONS PTY. LTD.

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.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

Section 9AA(1A)  
**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.



## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Harcourts Rata & Co  
1/337 Settlement Road Thomastown VIC 3074

Tel: 9465 7766

Fax:

Ref: Julian Vocale

Email: sold@rataandco.com.au

### VENDOR

**JOHN M. INSTALLATIONS PTY LTD**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**EASY LINK CONVEYANCING**  
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Ref: HN-25/37192

Email:  
settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

PART Certificate of Title Reference	Being Lot	On PROPOSED plan
08126/543	1	PS 930620G

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is:

**Unit 1, 69 Cedar Street Thomastown Vic 3074**

**GOODS SOLD WITH THE LAND**  
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.



## PAYMENT

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

### Deposit bond

☐ General condition 15 applies only if the box is checked

### Bank guarantee

☐ General condition 16 applies only if the box is checked

## GST (general condition 19)

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 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.
- 14 days after the vendor gives notice in writing to the purchaser of the Occupancy Permit to be issued.

## LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

## TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

## LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

### Building report

☐ General condition 21 applies only if the box is checked

### Pest report

☐ General condition 22 applies only if the box is checked



## SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

### 1. Off the Plan

- 1.1 It is hereby agreed between the parties hereto that there are no conditions, warranties, or other terms effecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his agent except such as are made conditions of this Contract.
- 1.2 The words "the Act" where appearing in this Contract shall mean the Subdivision Act 1988 as amended from time to time. Any word which appears herein and is defined in the Act shall have the meaning ascribed to it by the Act. Words importing the singular shall be deemed to include the plural and vice versa and the words importing the masculine shall include the feminine and vice versa and the neuter. The expression "the vendor" and "the purchaser" unless inconsistent to the context shall be deemed to include their respective legal personal representatives and successors in title. Where there is more than one purchaser, the covenant on behalf of the Purchaser shall be deemed joint and several.
- 1.3 This contract and the sale hereby evidenced are conditional upon and subject to the said Plan (subject to alteration as hereinafter mentioned) being duly certified (if not already done so) by the pursuant to the provisions of the Act and registered by the Registrar of Titles within twenty four (24) months from the date hereof, provided that the vendor reserves the right to make such minor alterations to the said Plan as may be demanded by the said Municipality or the said Registrar as pre-requisites to the certification and approval of the said plan. The Purchaser acknowledges that the vendor may be required to enter into a Section 173 agreement with to procure registration of the Plan and shall not object to same.
- 1.4 The vendor will use his best endeavours to cause the said plan to be certified as aforesaid as soon as practicable and will, as soon as practicable thereafter, apply to the Registrar of Titles for registration of the said Plan. Once lodged, the vendor will not withdraw the said plan from the Land Titles Office without the purchaser's prior written consent and will with all reasonable diligence satisfy all requisitions made by the Registrar and will do all other things within his power to procure registration of the said plan as soon as practicable.
- 1.5 In the event that the said plan shall not be certified and registered as aforesaid within twenty-four (24) months from the date hereof, either party may at any time after the expiration of such period, but before the said plan is so registered, terminate this contract and the sale hereby evidenced by giving to the other party written notice of termination pursuant to this Special Condition.
  - 1.5.1 In the event of one party so electing to terminate this Contract of Sale, pursuant to this Special Condition, all moneys paid by the purchaser on account of the purchase price shall be refunded to him in full. Neither party shall be entitled to any compensation from the other party in respect of costs, fees or other expenses paid to or incurred in relation to or arising out of this transaction.
  - 1.5.2 If the deposit has been invested, any interest earned as a result will be divided evenly between the parties.
- 1.6 The purchaser shall accept as identical with the said land as hereinbefore described the Lot on the said Plan when registered the respective number mentioned in the foregoing particulars or, if the lot on the said plan shall at any time prior to registration be renumbered, shall accept as identical with the said land the lot on the said Plan as registered which shall occupy the same or approximately the same position on the Plan of Subdivision as indicated in the copy Plan annexed hereto as being occupied by the lot hereby designated. The purchaser shall not be entitled to make any requisitions object or claim for compensation in respect of any of the following:
  - 1.6.1 Any minor variations between the lot hereby sold as inspected by the purchaser and the corresponding lot as shall be shown on the said plan at approval;
  - 1.6.2 Any minor variations between the number, size or location of lots as presently appearing on the said plan and as shall appear on the said plan when registered.
- 1.7 The vendor shall after registration of the said plan notify the purchaser of such registration and the residue of purchase moneys shall be payable within fourteen (14) days of notification to the purchaser or the purchaser's solicitors or conveyancer of such registration by the Registrar of Titles of the Plan of Subdivision (or if the above settlement clause provides otherwise then in accordance with that settlement



clause).

### **1.8 Deposit**

The deposit moneys payable by the purchaser hereunder shall be paid to the Licensed Estate Agent as agent of the Vendor or the Vendors Solicitor or Conveyancer hereinbefore specified to be held by them on trust for the purchaser until:

1.8.1 the said plan has been registered at the Office of Titles as aforesaid; and

1.8.2 Statement of Compliance has been issued in respect of the plan

Thereafter the deposit shall be held in accordance with Division 3 of the Sale of Land Act 1962 (as amended).

## **2 Nomination**

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

## **3 Extension/Variation request**

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

## **4 Rescheduled Settlement**

4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.

4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

## **5 Adjustments**

5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date.

5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

## **6 Duties Form**

6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.

6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).

6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

## **7 No Caveat**

Until such time as the said Plan of Subdivision has been so registered by the Registrar of Titles the purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the purchaser's interest in the land under this contract and the purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this



provision.

## 8 Construction

8.1 In this special condition the following words shall have the meaning set out alongside, namely:

**Act** means Domestic Building Contracts Act 1995 (Vic) as amended;

**Building Act** means the Building Act 1993 (Vic) as amended;

**Builder** means the Builder engaged by the Vendor to carry out the Building Works and does not mean or include the Vendor; and

**Domestic Building Contract** means a major domestic building contract complying with the requirements of the Act.

8.2 (a) The Purchaser acknowledged and understands that:

- (i) The Vendor is not the Build or a Builder as defined by the Act; and
- (ii) This Contract is not a building contract to which the Act applies.

(b) This Contract is subject to and conditional upon the Vendor entering into a Domestic Building Contract with a registered builder for the Building Works. As a consequence, the Purchaser will be entitled to the benefit of the warranties under Sections 8 and 9 of the Act.

(c) The Purchaser further acknowledges and understands that, the Builder is not required to take out nor provide insurance in respect of Building Works

8.3 The Vendor shall cause the Builder to carry out and complete the Building Works under a Building Contract.

8.4 The Building Works shall be deemed to be completed when the Vendor advised the Purchaser that the dwelling to be constructed upon the property is substantially completed, is ready for occupation and a Certificate of Occupancy has issued.

8.5 The Vendor and Builder may vary the Building Works to complete the requirements of Council or any authorities and may make any variation which the Vendor or Builder consider to be reasonable provided the variation does not materially affect the Property or the common property.

8.6 The Vendor or builder may without reference to the Purchaser make any change to the Fixtures, Fittings and Finished it deems necessary or which become necessary as a consequence of the unavailability of or unusual increase in price of any item but any replacement item shall as near as possible be of similar quality or standard.

8.7 Where amendments to the Fixtures and Fittings is not minor in nature, the Vendor shall seek the Purchaser's consent to the variation. The Purchaser shall not unreasonably withhold its consent to any variation to the Fixtures and Fittings which are not minor provided that the Builder or Vendor, in making any change to the Fixtures and Fittings shall in replacing any unavailable product use an item, fixture, fitting or product of at least equal or similar quality and standard to the unavailable product.

8.8 Subject to the Vendor warranting that the Building Works will be constructed in accordance with the Victorian Building Regulations the Purchaser acknowledges that:

- (i) any improvements to the Property may be subject to or require compliance with the Victorian Building Regulations, municipal bylaws, relevant statutes and any regulation thereunder or any repealed laws under which the improvements were constructed;
- (ii) any failure by the Vendor to comply with one or more of the laws referred to in paragraph (i) of this Special Condition 8.8 shall not constitute and shall not be deemed to constitute a defect in the Vendors title and the Purchaser shall not make any requisition or objections, claim any compensation, rescind or terminate this Contract or refuse or delay payment of the Price or any part thereof on any such ground.

8.9 If any dispute arises prior to settlement as to the quality, standard or finish of the Building Works, the Purchaser shall not be entitled to delay or postpone settlement or demand the holding back or retention of any part of the Price or claim compensation or damages from the Vendor.

8.10 The Vendor shall within 7 days prior to settlement procure the Project Manager or other representative to attend the Property at a time notified to the Purchaser for the purpose of preparing a defects list. The Vendor shall use reasonable endeavours to ensure that the Builder attends to rectification of the items in the Defects List prior to settlement, however, the Purchaser acknowledges that notwithstanding the existence of the Defects List, the Purchaser must pay the balance of the Price and any other monies owing pursuant to this Contract on the Settlement Date and is not entitled to delay or postpone settlement or request or demand the holding back of any money at settlement.

8.11 The Vendor shall promptly arrange for the Builder to rectify any defects in the Building Works due to defective materials or faulty workmanship notified to it in writing by the Purchaser within the period of three (3) months from the completion of the settlement.



## **9 Owners Corporation**

The property is sold subject to the Owners Corporation Act 2006, the schedule of lot entitlement and liability, the Owners Corporation Rules and any encumbrance affecting the common property. Where the vendor remains the owner or occupier of any lot in the subdivision the Owners Corporation Rules will not apply or be enforceable against the vendor where to do so would hinder or prevent the vendor completing any aspects of the development.

## **10 Default not remedied**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 10.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

## **11 Amendments**

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

## **12 GC 23 – special condition**

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

## **13 GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.



# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may 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.

Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and



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

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

## **7. IDENTITY OF THE LAND**

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## **8. SERVICES**

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

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

## **11. RELEASE OF SECURITY INTEREST**

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due



date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This



general condition 11.14 applies despite general condition 11.1.

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## **Money**

## **14. DEPOSIT**

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and



- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## **15. DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

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



16.2 In this general condition:

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

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

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

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

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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



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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

## **19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after



settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## **20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**



- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late



payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.



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

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

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

25.11 The vendor warrants that:

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

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

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

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

## **Transactional**

### **26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### **27. SERVICE**

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.



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

## **28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the



determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32. BREACH**

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

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

### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

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

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



## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)



# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	JOHN M. INSTALLATIONS PTY LTD
<b>Property:</b>	Unit 1, 69 CEDAR STREET THOMASTOWN VIC 3074

**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

Ref: HN-25/37192



SECTION 32 STATEMENT  
UNIT 1, 69 CEDAR STREET THOMASTOWN VIC 3074

**32A FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
  - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
  - See attached certificate

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Is contained in the attached Certificate/s.

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire-prone area under section 192A of the Building Act 1993.



SECTION 32 STATEMENT  
UNIT 1, 69 CEDAR STREET THOMASTOWN VIC 3074

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITTLESEA PLANNING SCHEME  
Responsible Authority: WHITTLESEA CITY COUNCIL  
Zoning: GRZ General Residential Zone  
Planning Overlay/s: See attached certificates

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed



SECTION 32 STATEMENT  
UNIT 1, 69 CEDAR STREET THOMASTOWN VIC 3074

**32H SERVICES**

Service	Status
Electricity supply	<b>Connected</b>
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.



SECTION 32 STATEMENT  
UNIT 1, 69 CEDAR STREET THOMASTOWN VIC 3074

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

<b>GIOVANNI MESITI as the Director of JOHN M. INSTALLATIONS PTY. LTD.</b>
---

Signature/s of the Vendor

<b>x</b>
----------

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

<b>x</b>
----------



### Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

#### Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;  
☐ Yes / ☐ No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);  
☐ Yes / ☐ No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;  
☐ Yes / ☐ No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes  
☐ Yes / ☐ No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);  
☐ Yes / ☐ No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;  
☐ Yes / ☐ No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;  
☐ Yes / ☐ No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or
  - a defence or fire brigade training site involving the use of hazardous materials.☐ Yes / ☐ No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.  
☐ Yes / ☒ No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;  
☐ Yes / ☐ No. If Yes, please specify:



**BUILDING PERMIT**

Building Act 1993 Building Regulations 2018

PERMIT NUMBER:

DATE ISSUED:

8462333803878

20/08/2024

ARKI BUILDING SURV

**PRECISE CONSTRUCTIONS & DESIGNS***Building with Pride**"It's simple, we  
build homes with  
Quality & Style"*

21/6/2024

**TRADITIONAL PROJECT SPECIFICATIONS  
2024**

House Type: Own Design.

Traditional Facade

Name of Owner: Precise Constructions &amp; Designs.

Address of Property: 69 Cedar St Thomastown Vic

Builder: PRECISE CONSTRUCTION &amp; DESIGNS.

Phone: 0412474768 .....

DATED THIS DAY OF ..... 2024

**Planning and External Works**

Planning Permit	Included,
Building Permit Fees	Included
Footpath/Crossing Deposit	Included
Check Survey	Included
Site Clearing/Tree Removal	Included
Excavation - Remove Excess Soil From Site	Included
Site Scrape (Vegetation Only)	Included
Rock Removal	Included
Wet Water Tapping (On same side of street)	Included
Garden Taps, Front & Rear	Included
Stormwater Drains (Up to 60m) or as per plan	Included
Sewer Drains And Connections (35m normal, 45m if ensuite) or as per plan	Included
Gas Connection (If applicable)	Included
Standard Paling Fence ( Half Cost Share With Neighbour )	Included
Concrete Driveway And Path To The Front Entry: P/A 32SQ OF PLAIN CONCRETE.	Included
Electrical Connection - (UP TO 10 METRES ONLY ) Underground / Overhead Note; Meter box will be placed at closest and most practical place. Movement will constitute An additional charge.	Include

**Foundations**

Slab On Ground - Classification H. Allowance of 90m3 of Concrete	Included
Strip Footings - Classification:	Not Included
Termite Treatment	Not Included

**Date:**Initials:  
(Owner)Initials:  
(Builder)

paged. 1 .of.7



## Frame Construction

Wall Frame - F10 Pine

Included

Ceiling Height: 2700 Ground Floor 2550 First Floor

Included

Roof Frame -Engineered Designed Truss Roof 22.5 degrees roof pitch

Included

Lintels - Timber

Included

## Windows

Powder Coated Double glazed Awning Aluminium Windows (as per plan)

Included

Window Locks To All Openable Sashes

Included

Obscure Glass to Bathroom, Ensuite and WC

Included

## Roof Cover

Colour bond & Concrete Roof Tiles

Included

Metal Fascia and Quad Gutters -'

Included

## External Cladding

Bricks - Face brickwork (Exposed) - Standard Builder's Range To Ground floor & cladding to remainder of dwelling

Included

Sills - Brick On Edge

Included

Mortar- Natural Colour

Included

Joints - Raked or Round

Included

## Eaves/Verandah Lining

Cement Sheet

Included

Insulation

Included

Ceiling and Walls as per Energy Rating .

Included

Walls -wall wrap.

Included

Date:

Initials:  
(Owner)

Initials:  
(Builder)

Page 2 of 7



## External Doors

**Front Entry Door:** Corinthian 2040 x 820 x 40 mm

**Included**

Laundry Door: Corinthian Weatherproof Ply 2040 x 820 x 35 mm

Included

## Verandah

**90x90 oregon post**

**Included**

Electrical

Note: All Accessories White

Internal Light Points - as per plan

Included

External Light Points - As Per Plan

Included

Single Power Points - As Per Plan

Included

Double Power Points - As Per Plan

Included

Ceiling Exhaust Fans - Above Showers

Included

Safety Switches - As Per Plan

Included

240 AC Smoke Detectors as per plan

Included

2 T V POINTS

Included

## Heating

2 Split Systems 1 down stairs & 1 up stairs

Included

Plumbing Fixtures

Kitchen Sink 1 ¾ Bowls (Stainless Steel ) - 1135 mm

Included

Laundry Trough - Tubmasta 45 litre stainless Trough with Acrylic Cabinet ( White ) or as per plan

Included

Bath- Posh Solus 1650 mm Acrylic or 1510 mm Acrylic as per plan ( White ) or as per plan

Included

Shower Base (Bathroom) - 900 x 900 Poly shower line or tiled as per plan

Included

Shower Base (Ensuite) - 900 x 900 Poly shower line (If applicable) or tiled as per plan

Included

Toilet Suite - Ceramic Builders range

Included

Vanity Basin - Ceramic Builders range

Included

**Date**

**Initials  
(Owers)**

**Initials  
(builder)**



**Internal Lining (Gyprock)**  
Walls- 10 mm Plasterboard  
Ceiling -10 mm Plasterboard  
Cornices: Square Set

**Included**  
Included  
Included

#### Joinery

Architraves: Corinthian 67 x 15 MDF

Included

Skirting: Corinthian 67x15 mm MDF

Included

Internal Doors Flush Panel

Included

Robe Doors - Flush Panel

Included

#### Door Furniture

External- Entrance Set

Included

Internal- Lever

Included

#### Shelving

Robes -1 Single Melamine Board Shelf And Hanging Rail

Included

Linen -4 Melamine Board Shelves

Included

Broom - 4 Melamine Board Shelf (If applicable)

Included

Pantry - 4 Melamine Board Shelves

Included

#### Cabinets

##### Kitchen

Doors - Square Edged Formica Colour Panel pre finished board

Included

Tops - 20mm Caesar Stone Bench tops

Included

Handles- D Pulls

Included

Bathroom Cabinets

Included

Ensuite Cabinets (If applicable)

Included

Bathroom Handles- D Pulls

Included

Computer Bench (If applicable)

Not Included

Date:

Initials:  
(Owners)

Initials  
(Builder)



Stair **Case (Applicable to Two Storey Designs)**

Painted Craftwood - Treads To Be Carpeted .....	Included
Baluster - Square / Fluted / Turned .....	Included

#### **Taps And Accessories**

Taps

Kitchen -STANDARD sink Mixer Tap (chrome)	Included
---	----------

Bathroom - (chrome)	Included
---------------------	----------

Ensuite - (chrome) (If applicable)	Included
------------------------------------	----------

Powder Room - (chrome) (If applicable)	included
--	----------

Laundry - (chrome)	Included
--------------------	----------

#### **Appliances**

Wall / Under Bench Oven - 600 Single Multi Function	Included
---	----------

Cook Top - Gas 600mm	Included
----------------------	----------

Rangehood - 600mm Slideout	Included
----------------------------	----------

Dishwasher- 600mm	Included
-------------------	----------

Hot Water Service - r	Included
-----------------------	----------

#### **Ceramic Wall Tiling**

Retail Value: \$29.50 m2	Included
--------------------------	----------

Kitchen - As Per Detailed Plans	Included
---------------------------------	----------

Bathroom - As Per Detailed Plans	Included
----------------------------------	----------

Powder Room - (If applicable)	Included
-------------------------------	----------

Ensuite - As Per Detailed Plans (If applicable)	Included
---	----------

Laundry- As Per Detailed Plans	Included
--------------------------------	----------

**Date:**

Initials:  
(Owner)

Initials  
(Builder)

: ..... **Page 5 of 7**



Retail Value: \$29.50 m2

Kitchen - as per detailed plans Floating timber Included

Bathroom - as per detailed plans Included

Ensuite (If applicable) Included

Laundry - as per detailed plans Included

WC - as per detailed plans Included

Powder Room (If applicable) Included

Meals & hallway Area Floating Timber \$30.00 Per SQ/Mt Included

### Shower Screens

Coloured Surround - Laminated clear glass Semi Frameless Included

Pivot Door to bathroom and ensuite Included

### Mirrors - Fixed

Frame To Match The Shower Screen (Maximum width 1200mm) Included

Painting

External

Timber - Acrylic - Two Coats Included

Metal - Acrylic - Two Coats Included

Internal

Timber - Semi Gloss - Two Coats Included

Walls - low Sheen Vinyl- Two Coats Included

Ceiling - Flat Plastic - Two Coats Included

Date:

Initials  
(Owners)

Initials  
(Builder)



Other Items

Garage - Single	Included
Garage - Panel lift front door with remote.	Included
Overhead- Cupboards as per plan.	Included
Carpet - Plush Pile with Underlay \$55 Per broadloom Mt	Included
Fences, Concrete Paths & Driveways, Landscaping and Connection Fees.	Included

We also acknowledge that:

1. No further structural variation may' be made after signing this specification.
2. Any variation to any colour/hardware/tile/vinyl or paint selection, requested after signing this specification and including "colour selection" will be subject to an administration fee of \$150.00 in addition to the cost of such variation.
3. Any colours chosen should be from Builder's Standard Range. Any other colours may incur an additional cost.



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

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

VOLUME 08126 FOLIO 543

Security no : 124125481630B

Produced 19/06/2025 12:09 PM

LAND DESCRIPTION

Lot 131 on Plan of Subdivision 013481.  
PARENT TITLE Volume 08056 Folio 930  
Created by instrument A161932 24/05/1956

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOHN M. INSTALLATIONS PTY LTD of 4 ADAM COURT RESERVOIR VIC 3073  
AY309490D 15/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 2448748

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

DIAGRAM LOCATION

SEE LP013481 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: 69 CEDAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 23378R TITLEHOLDER CONVEYANCING  
Effective from 15/08/2024

DOCUMENT END



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TRANSFER OF LAND

5140810

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY SCOTT the Younger Secretary both of 229 Collins Street Melbourne DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the said Henry Scott the Younger as joint tenants ALL its estate and interest in ALL THOSE pieces of land being Lots 1 to 130 (both inclusive) on Plan of Subdivision No. 13477 lodged in the Office of Titles | Lots 1 to 133 (both inclusive) on Plan of Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to 177 (both inclusive) on Plan of Subdivision No. 13479 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 on Plan of Subdivision No. 13480 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 41, 42, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,





164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15<sup>th</sup> day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS  
PROPRIETARY LIMITED was hereto affixed  
 by authority of the Directors in the  
 presence of :-

..... Director

..... Director

..... Secretary





2448748

2448748

SIGNED by the said HENRY SCOTT )

the Elder in Victoria in the )

presence of :- )

*William  
Clerk to Hordcroft & Co  
Solicitors Melbourne*

SIGNED by the said HENRY SCOTT )

the Younger in Victoria in the )

presence of :- )

*William*

*H. Scott*

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue  
on the said Plans of Subdivision - Any easements affecting the same.

As to so much of the land hereby transferred as is colored blue  
and green respectively on the said Certificate of Title - The

easements to the State Electricity Commission of Victoria  
created by Instruments Nos. 1309350 and 1210118 respectively in  
the Register Book.



DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

MR. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,  
Solicitors  
87 Queen Street,  
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2448748  
was entered on the 19 OCT 1951  
in the Register Book Vol. 6617 Vol. 253

Assistant Registrar of Titles

12.



PLAN OF SUBDIVISION

7/682

No.

Prepared on Linen  
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077  
3600

Folio

323  
856

Noted on C/T

Charted

Chandigarh 130 122 LP 1261  
8.11.14.5-57

Date of Consent of Council

11.2.57

Complies with Section 568

Consent of Council. *[Signature]*

Plan has been

attached to Search Paper

Transfer R. I. No. A376317

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

R.M's. P.M's. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

*File in bag*



INFORMATION ONLY



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP013481</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>19/06/2025 12:11</b>

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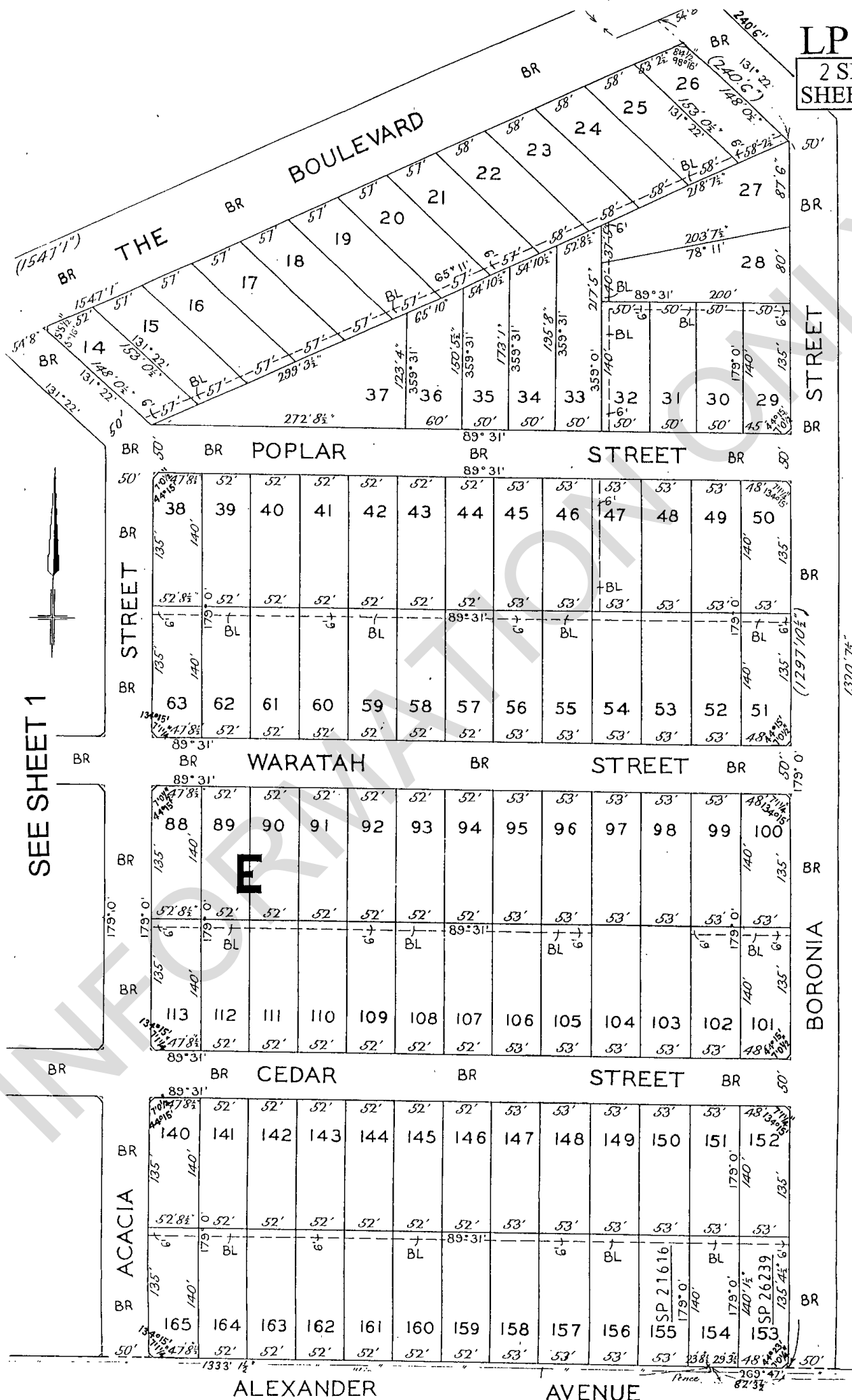


SEE SHEET 2



LP 13481


2 SHEETS  
SHEET 2





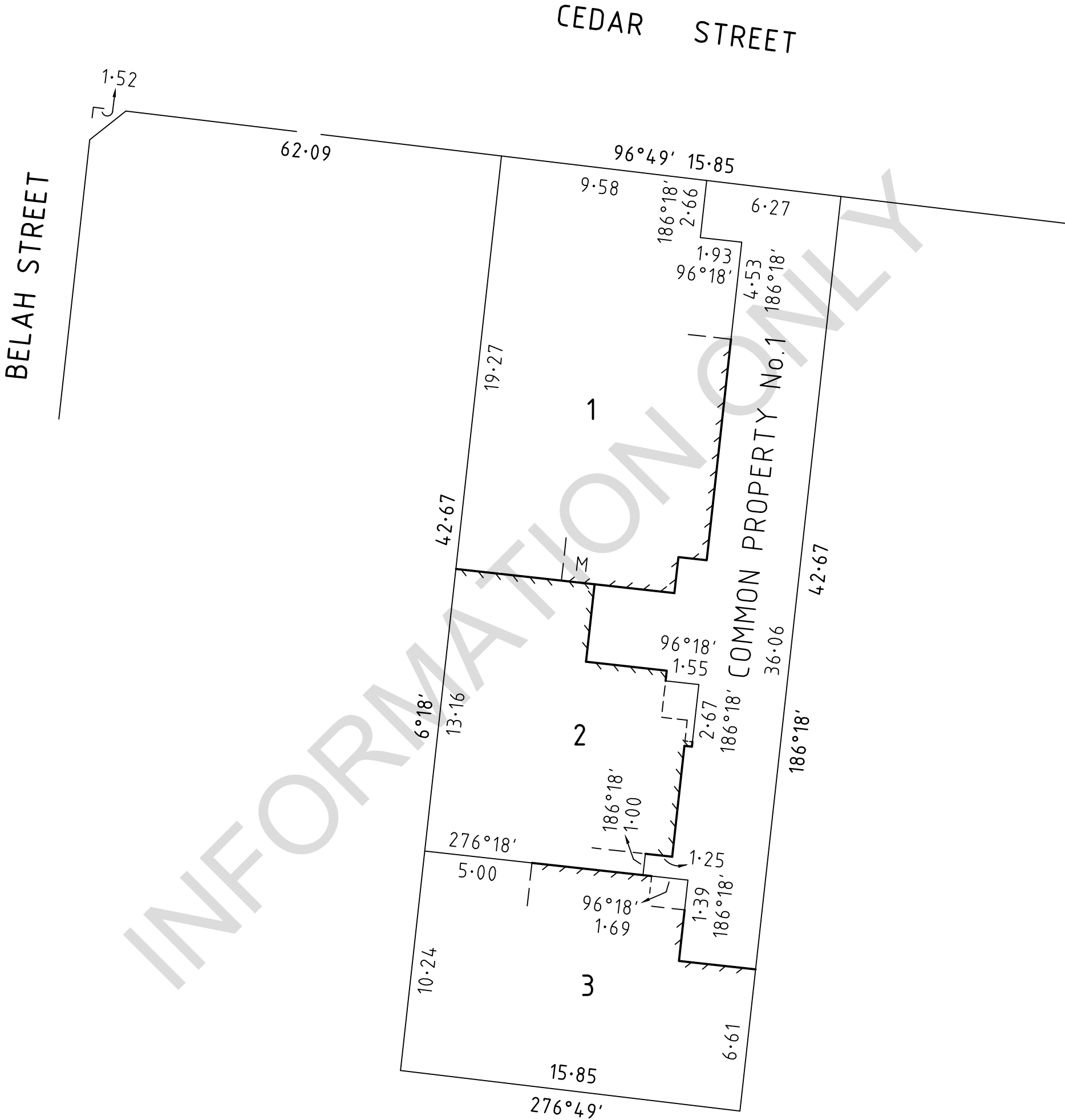




PLAN OF SUBDIVISION			EDITION 1		PS930620G	
LOCATION OF LAND  PARISH: KEELBUNDORA TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 26 (PART) TITLE REFERENCE: VOL 8126 FOL 543  LAST PLAN REFERENCE: LP13481 (LOT 131) POSTAL ADDRESS: 69 CEDAR STREET (at time of subdivision) THOMASTOWN 3074  MGA CO-ORDINATES: E: 325580 ZONE: 55 (of approx centre of land in plan) N: 5827790 GDA 2020			COUNCIL NAME: CITY OF WHITTLESEA  <div>THIS IS A PRELIMINARY PLAN OF SUBDIVISION SUBJECT TO FINAL MEASUREMENTS ON SITE, APPROVAL FROM COUNCIL, APPROVAL FROM SERVICE AUTHORITIES AND REGISTRATION AT LAND USE VICTORIA.</div>			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1, 2 AND 3.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.		
NIL		NIL				
NOTATIONS			BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES			
DEPTH LIMITATION: DOES NOT APPLY						
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No.  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No.						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
<div>WEBSTER SURVEY GROUP</div> <div>ABN: 35 456 993 855</div> <div>662 Main Road, Eltham 3095</div> <div>10 Garsed Street, Bendigo 3550</div> <div>Eltham: (03) 9439 4222</div> <div>Bendigo: (03) 5443 9009</div> <div>webstergroup.com.au</div> <div></div>		SURVEYORS FILE REF: 18820 27/05/2025		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		EVAN RHYS WEBSTER VERSION: 01				



MGA2020  
ZONE 55  
SUBTRACT 7°18' FOR TITLE

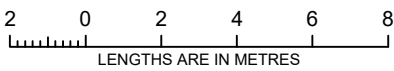


THIS IS A PRELIMINARY PLAN OF SUBDIVISION SUBJECT TO FINAL MEASUREMENTS ON SITE, APPROVAL FROM COUNCIL, APPROVAL FROM SERVICE AUTHORITIES AND REGISTRATION AT LAND USE VICTORIA.



WEBSTER SURVEY GROUP  
ABN: 35 456 993 855  
662 Main Road, Eltham 3095  
10 Garsed Street, Bendigo 3550  
Eltham: (03) 9439 4222  
Bendigo: (03) 5443 9009  
webstergroup.com.au

SCALE  
1:200



EVAN RHYS WEBSTER VERSION: 01

ORIGINAL SHEET  
SIZE: A3

SHEET 2  
SURVEYORS REF: 18820



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 June 2025 11:06 AM

## PROPERTY DETAILS

Address: **69 CEDAR STREET THOMASTOWN 3074**  
Lot and Plan Number: **Lot 131 LP13481**  
Standard Parcel Identifier (SPI): **131\LP13481**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **109611**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 A7**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

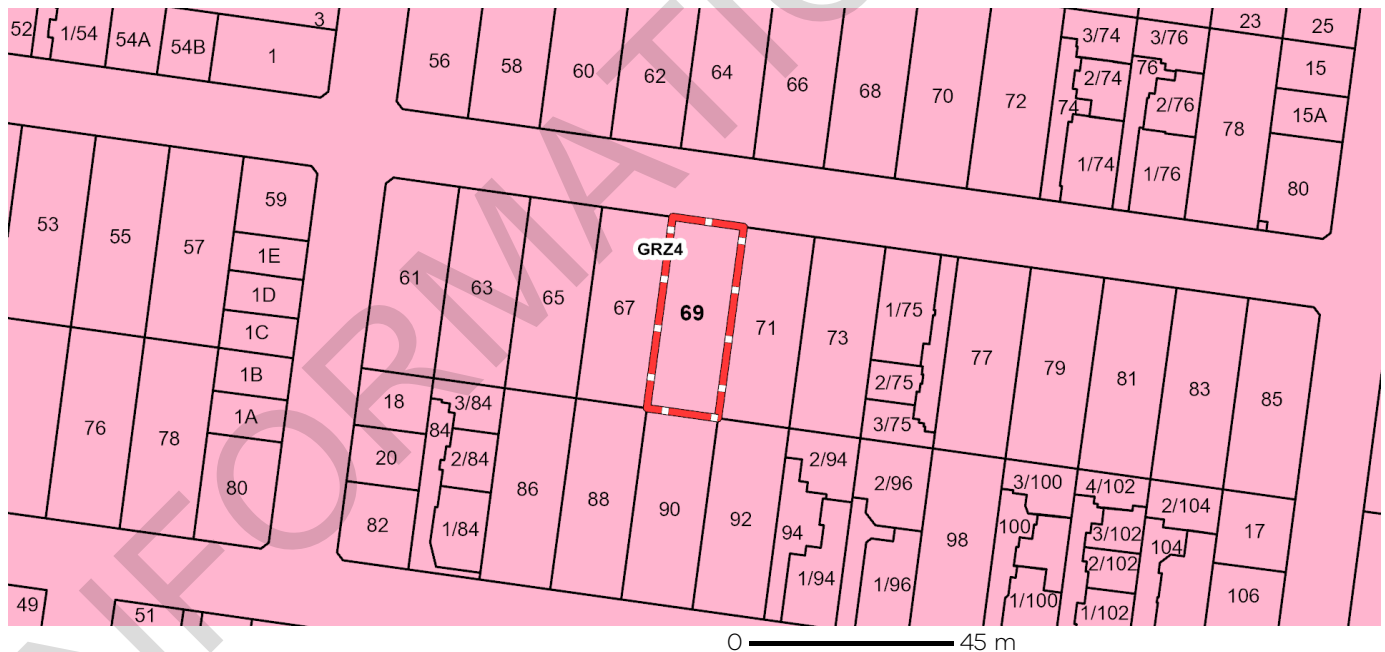
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



**GRZ - General Residential**

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



## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

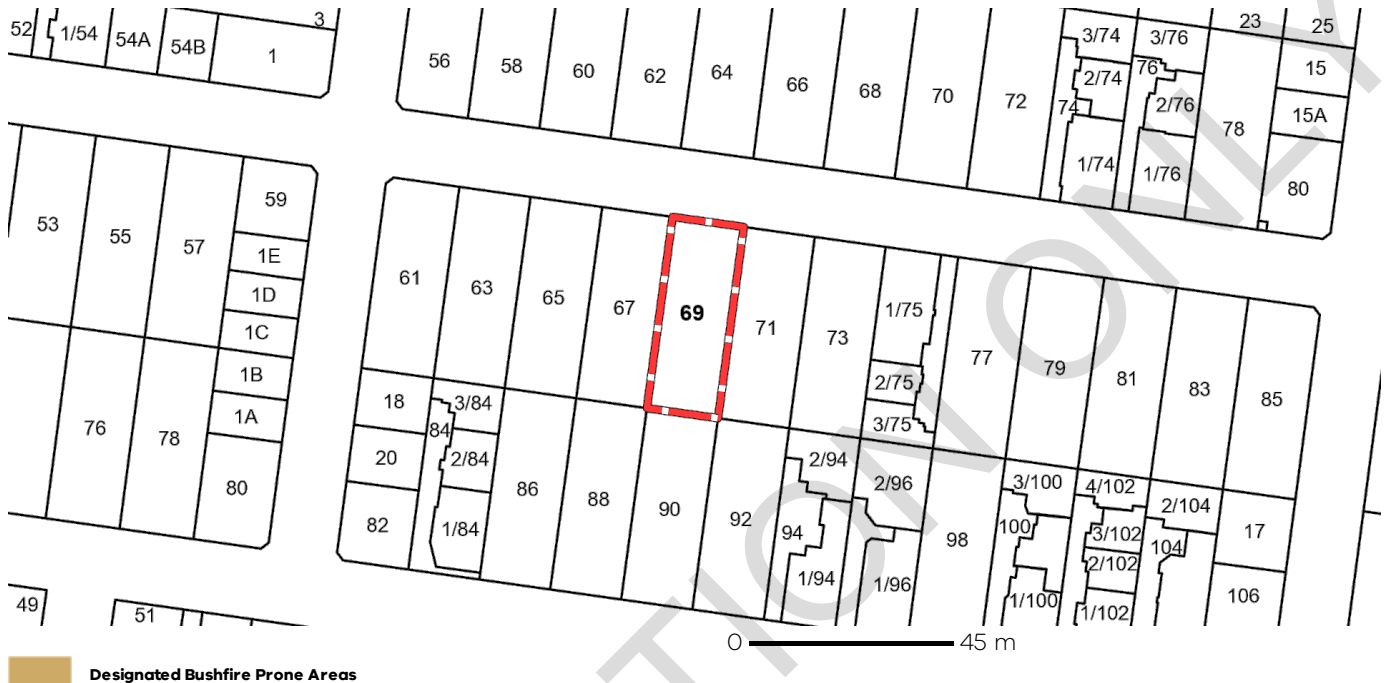


## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

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

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



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 June 2025 11:06 AM

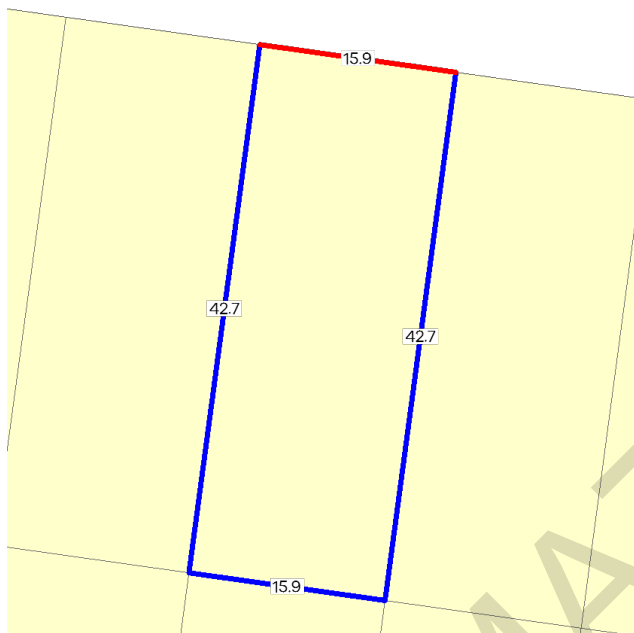
## PROPERTY DETAILS

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Standard Parcel Identifier (SPI): **131\LP13481**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **109611**  
Directory Reference: **Melway 9 A7**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 676 sq. m

**Perimeter:** 117 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## 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

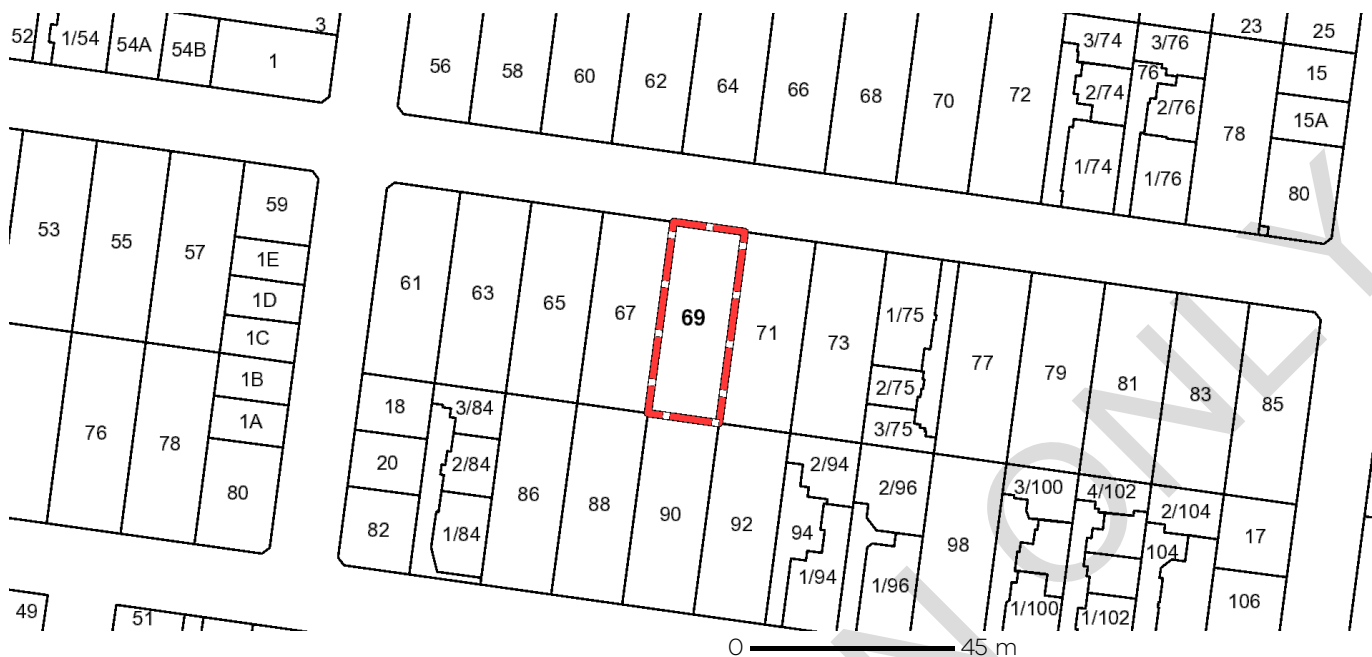
**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

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



# PROPERTY REPORT

## Area Map





# Your quarterly bill




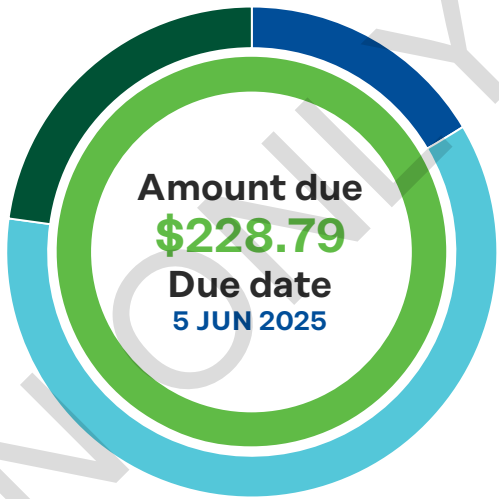
Emailed to: john@preciseconstructions.com.au  
JOHN M. INSTALLATIONS PTY LTD, TRUSTEE OF A T  
4 ADAM CT  
RESERVOIR VIC 3073

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	89 1182 8897
Invoice number	8917 2228 92302
Issue date	15 May 2025
Property address	69 CEDAR ST THOMASTOWN
Property reference	1222891, LP 13481
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

Previous bill	\$212.95
Payment received thank you	-\$212.95
Balance carried forward	\$0.00
This bill	
Usage charges	\$37.78
Service charges	
Water supply system	\$20.64
Sewerage system	\$118.19
Other authority charges	
Waterways and drainage	\$30.44
Parks	\$21.74
Total this bill (GST does not apply)	\$228.79
Total balance	\$228.79

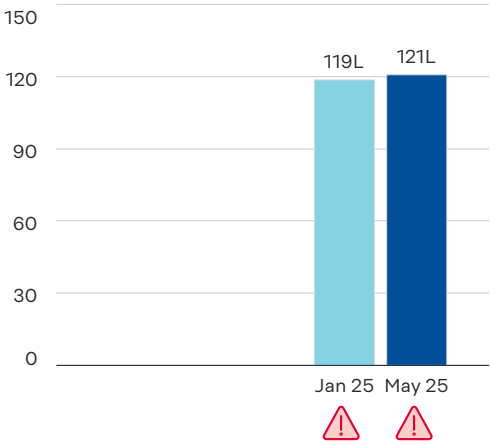
 **Your water usage has been estimated.**  
Please read your meter and submit the reading at [yvw.com.au/meter](http://yvw.com.au/meter) or call us on **1300 304 688**, we'll then send a new bill.




- 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

 Estimated read

## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.

This bill  
**\$1.94**

Last year  
**N/A**



## How to pay



### Direct debit

Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **891129205**



### BPAY®

Bill code: **344366**  
Ref: **891 1828 8971**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvw.com.au/paying](http://yvw.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **8917 2228 92302**



### Credit Card

Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**



\*3042 891722289230 2

JOHN M. INSTALLATIONS PTY LTD, TRUSTEE OF A T

Account number	89 1182 8897
Invoice number	8917 2228 92302
Total due	<b>\$228.79</b>
Due date	<b>5 Jun 2025</b>
Amount paid	\$



## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF274455	307kL * -	296kL =	11kL
From 30 Jan 2025 - 1 May 2025			(91 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	11.000kL x	\$3.4342 =	\$37.78
Total	11.000kL		\$37.78
Total usage charges			\$37.78

\* This meter reading has been estimated.

## Your charges explained

- **Water and sewer usage charge**  
**30 January 2025 - 1 May 2025**  
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 charge**  
**1 April 2025 - 30 June 2025**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 April 2025 - 30 June 2025**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 April 2025 - 30 June 2025**  
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](http://melbournewater.com.au/wwdc)
- **Parks charge**  
**1 April 2025 - 30 June 2025**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://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](http://yvw.com.au/financialhelp).

## Contact us

📞 Enquiries	1300 304 688	For language assistance
🔧 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話 1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά 1300 931 364
☎️ TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 28 Jul-4 Aug 2025

## Register your concession\*

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

🌐 [yvw.com.au/concessions](http://yvw.com.au/concessions)  
📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

# Support when it matters

### We know managing bills can be tough

That's why we offer a range of options to help take the pressure off bill payments:

- payment plans
- payment extensions
- concession discounts
- utility relief grants.

📞 **1300 441 248**  
🌐 [yvw.com.au/financial-help](http://yvw.com.au/financial-help)





# Property Clearance Certificate

## Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:77153682-010-2.37192
Certificate No:	91854907
Issue Date:	19 JUN 2025
Enquiries:	ESYSPROD

Land Address: 69 CEDAR STREET THOMASTOWN VIC 3074					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757765	131	13481	8126	543	\$0.00

Vendor: JOHN MESITI  
Purchaser: TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MESITI BUSINESS TRUST	2025	\$525,000	\$5,289.57	\$0.00


Comments: Land Tax of \$5,289.57 has been assessed for 2025, an amount of \$5,289.57 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$650,000
SITE VALUE (SV):	\$525,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00





# Notes to Certificate - Land Tax

**Certificate No:** 91854907

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus ( \$525,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

Calculated as \$650,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 91854907

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 91854907

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# Property Clearance Certificate

## Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:77153682-010-2.37192

**Certificate No:** 91854907

**Issue Date:** 19 JUN 2025

**Enquires:** ESYSPROD

**Land Address:** 69 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757765	131	13481	8126	543	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$650,000
<b>SITE VALUE:</b>	\$525,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91854907

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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



# Property Clearance Certificate

## Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:77153682-010-2.37192
Certificate No:	91854907
Issue Date:	19 JUN 2025

Land Address: 69 CEDAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
131	13481	8126	543

Vendor: JOHN MESITI

Purchaser: TBA TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 91854907

### Power to issue Certificate

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

### Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

### Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

### Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

### Information for the vendor

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

### Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

### General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

### Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 91854901</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 91854901</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**PLANNING PERMIT**

**WHITTLESEA PLANNING SCHEME**

**ADDRESS OF THE LAND:**

69 CEDAR STREET THOMASTOWN  
LOT: 131 LP: 13481

**THE PERMIT ALLOWS:**

CONSTRUCTION OF THREE DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH THE ENDORSED PLAN

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**Conditions to be met prior to the endorsement of plans**

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the *Whittlesea Planning Scheme*. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

**Conditions to be met prior to the commencement of works**

2. Before the development allowed by this permit starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 3 May 2023 and prepared by Robus Group Architects but modified to show:
  - a. Dwelling 2 to comply with Standard B15 of Clause 55.03-10 of the Whittlesea Planning Scheme.
  - b. Compliance with Standard B22 of Clause 55.04-6 of the Whittlesea Planning Scheme.
  - c. Accessway widths at the entry point of each garage.
  - d. Finished floor levels for Unit 1 & 2, tandem car spaces, concrete driveways and landscaped areas.
  - e. Crossover to be constructed in accordance with Whittlesea Standard Drawing EDCM 501.
  - f. No door to be openable within the garage, for all dwellings.

**Date Issued:** 20-Oct-2023

**PLN-40947**

**Signature for the  
Responsible Authority:**

 Natalie Papadopoulos



- g. Pedestrian visibility splay in accordance with the Design Standards of Clause 52.06 of the Whittlesea Planning Scheme.
  - h. Landscaping as required by Condition No. 3 of this permit
  - i. Schedule of external materials, finishes and colours;
  - j. Drainage plans/WSUD techniques;
  - k. Recommendations of the SDA Report as required by Condition No. 4 of this permit.
3. Concurrent with the endorsement of plans under Condition No. 2 and before the development allowed by this permit starts, a revised landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape concept plan dated May 2023 prepared by Urban Botanix. The plan must show:
- a. Any changes as required by Condition 2 of this permit.
  - b. If proposed; a section detail of permeable paving.
4. Concurrent with the endorsement of plans under Condition No. 2 and before the development allowed by this permit starts, a revised landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape plan dated February 2023 by Empire Thermal Group. The plan must show:
- a. Bicycle parking space in each garage.
  - b. Provide light or medium coloured roof and driveway to reduce Urban Heat Island Impact. Roof selected must have a Solar reflectance of more than 0.15.
  - c. 80% of construction and demolition waste must be recycled.
  - d. Use low VOC paints for the internal walls is recommended.
  - e. All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.
  - f. Annotate/notate the following commitments on plans:
    - (a) Maximum lighting density of 4W/m<sup>2</sup> for all internal lighting of dwellings.
    - (b) Water efficient plumbing fixtures with minimum WELS rating of 5-star for taps, 3-star for shower and 4-star for WC.
    - (c) Water and energy efficient appliances (dishwasher, washing machine, dryer etc.) within one star available in the market, if installed.
    - (d) Bicycle parking space in each garage.
    - (e) Infrastructure (junction box / power point) in the garage to accommodate infrastructure for charging electric vehicles in future.
    - (f) Provide calculations (STORM Rating) to demonstrate the Urban Stormwater Best Practice Environmental Management Guidelines are achieved as required by Clause 53.18 – Stormwater Management in Urban Development of the Whittlesea Planning Scheme. Each dwelling must have rainwater tanks connected for flushing and irrigation.

Date Issued: 20-Oct-2023

PLN-40947

Signature for the  
Responsible Authority:

 Natalie Papadopoulos



- (g) Provide light or medium coloured roof and driveway to reduce Urban Heat Island Impact. Roof selected must have a Solar reflectance of more than 0.15.
  - (h) Provide appropriate shading to all north, east and west facing windows.
  - (i) Provide double glazing to all habitable windows.
  - (j) 80% of construction and demolition waste must be recycled.
  - (k) Use low VOC paints for the internal walls is recommended.
  - (l) All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.
5. Before the development allowed by this permit starts, including demolition, excavation and vegetation removal, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority. The CMP must be submitted directly to Council's Infrastructure Protection Unit.

For further information, including submission, please contact Council's Infrastructure Protection Unit on 9217 2170 or [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au).

6. Before the development allowed by this permit starts, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system, must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

Engineering plans must be submitted directly to Council's Development Engineering Unit. For further information, including submission, please contact Council's Development Engineering Unit on 9217 2170 or [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au).

7. The development allowed by this permit and shown on the endorsed plans and/or schedules must not be amended for any reason without the consent of the Responsible Authority.

#### **Conditions to be met during construction**

8. Once the development allowed by this permit has started, it must be continued and completed to the satisfaction of the Responsible Authority.
9. At all times during the construction phase of the development, appropriate measures must be taken to ensure that pedestrians are able to use any footpath along the boundaries of the site safely.
10. Any litter generated by building activities on the site must be collected and stored in an appropriate enclosure. The enclosures must be regularly emptied and maintained such that no litter overflows onto adjoining land. Before the occupation and/or use of the building, all litter must be completely removed from the site.

**Date Issued:** 20-Oct-2023

**PLN-40947**

**Signature for the  
Responsible Authority:**

 Natalie Papadopoulos



11. During the construction phase, any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.
12. The development allowed by this permit must be managed so that the amenity of the area is not detrimentally affected, through the:
  - a. Transport of materials, good or commodities to or from the land;
  - b. Appearance of any building, works or materials;
  - c. Emissions of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
  - d. Presence of vermin.
13. Upon completion of all buildings and works allowed by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

**Conditions to be met prior to the occupation of the development / General conditions**

14. Before the occupation of any dwelling approved by this permit, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.
15. The landscaping areas shown on the endorsed plans must be used for landscaping and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
16. Before the occupation of any dwelling approved by this permit, a compliance inspection and report from the author of the Sustainable Design Assessment (SDA) or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

17. Before the occupation of any dwellings approved by this permit, car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.
18. Before the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
  - a. Constructed.
  - b. Properly formed to such levels that they can be used in accordance with the plans.
  - c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site.

**Date Issued:** 20-Oct-2023

**PLN-40947**

**Signature for the  
Responsible Authority:**

 Natalie Papadopoulos



d. Drained and maintained.

to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times, to the satisfaction of the Responsible Authority.

19. A minimum of five (5) car spaces must be provided on the land for the use and / or development permitted, to the satisfaction of the Responsible Authority.
20. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
21. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under an Infrastructure Protection Permit.
22. The permit holder is responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder is responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
23. Before the occupation of any dwelling allowed by this permit, a letter box and house number to the satisfaction of the Responsible Authority must be provided for each dwelling.
24. Before the occupation of any dwelling allowed by this permit, the permit holder must construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
25. Before the occupation of any dwelling allowed by this permit, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
26. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land.

**Date Issued:** 20-Oct-2023

**PLN-40947**

**Signature for the  
Responsible Authority:**

 Natalie Papadopoulos



Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

**Permit expiry**

27. In accordance with the *Planning and Environment Act 1987* a permit for development expires:

- a. The approved development does not start within two (2) years of the date of this permit; or
- b. The approved development is not completed within four (4) years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within six (6) months after the permit expiry date where the development has not yet started and within twelve (12) months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

**Permit notes:**

**Street numbering note:**

Please note that property addresses and numbering is allocated by Council. This is usually formalised at the time of the subdivision, however it is Council's intention to number the proposed dwellings as follows:

Dwelling 1 – 1/69 Cedar Street Thomastown

Dwelling 2 – 2/69 Cedar Street Thomastown

Dwelling 3 – 3/69 Cedar Street Thomastown

Please check with Council's Subdivisions Unit to verify all street numberings before commencement of any advertising for sale or lease.

**Advanced trees note:**

An advanced tree under this permit generally constitutes the following:

- Evergreen – minimum container size 45 litre spring ring, 50mm calliper at ground level.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

**Date Issued:** 20-Oct-2023

**PLN-40947**

**Signature for the  
Responsible Authority:**

 Natalie Papadopoulos



## IMPORTANT INFORMATION ABOUT THIS NOTICE

### **WHAT HAS BEEN DECIDED?**

- \* The Responsible Authority has issued a permit.

### **CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?**

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

### **WHEN DOES A PERMIT BEGIN?**

A permit operates:

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

### **WHEN DOES A PERMIT EXPIRE?**

1. A permit for the development of the land expires if –
  - \* the development or any stage of it does not start within the time specified in the permit, or
  - \* the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
  - \* the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
  - \* the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
  - \* the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
  - \* the development or any stage of it does not start within the time specified in the permit, or
  - \* the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
  - \* the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
  - \* the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
  - \* the use or development of any stage is to be taken to have started when the plan is certified; and
  - \* the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.



### **WHAT ABOUT APPEALS?**

- \* The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- \* An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- \* An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- \* An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- \* An appeal must state the grounds upon which it is based.
- \* An appeal must also be served on the Responsible Authority.
- \* Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- \* The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.



# BUILDING PERMIT 8462333803878

Building Act 1993 Building Regulations 2018 Regulation 37(1) Form 2

## ISSUED TO

Precise Constructions & Designs, 4 Adam Court Reservoir VIC 3073 Australia

## ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Precise Constructions & Designs, 4 Adam Court Reservoir VIC 3073 Australia  
Mobile: 0412 474 768

## OWNERSHIP DETAILS

John M. Installations Pty Ltd , 4 Adam Court Reservoir VIC 3073 Australia

## PROPERTY DETAILS

Lot No 131, 69 Cedar Street Thomastown VIC 3074

Municipal District: Whittlesea City Council

Allotment Area (m2): 674

New floor Area (m2): 481

Lot No: 131

SPI No: 131\LP13481

Section No: N/A

Folio: 543

Volume: 8126

LP/PS: LP013481

## RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: PLN-40947

Planning Permit Date: 20 October 2023

## BUILDER

John Mesiti, 4 Adam Court Reservoir VIC 3073 Australia

This builder is specified under section 24b of the Building Act 1993 for the building work to be carried out under this permit.

## NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES & ORDERS

Name: John Mesiti

Telephone: 0412 474 768

Address: 4 Adam Court Reservoir

Postcode: 3073

## BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

Name	Registration Number	Category/Class
John Mesiti	DB-U 12341	Builder

## BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Name	Registration Number	Category/Class
Mark Varrasso	15672	Draftperson
Ratana Sar	PE0001143	Engineer - Civil

## INSURANCE PROVIDER FOR BUILDING WORKS

## POLICY NUMBER

## DATE OF ISSUE

Victorian Managed Insurance Authority

C892351 - C892353

05/08/2024

## NATURE OF BUILDING WORKS

## COST OF BUILDING WORK

Proposed Three (3) Double Story Dwellings & Garages

\$770,000.00

Version of NCC application to the Building Permit

2022

## BUILDING DETAILS (Description: Residential )

BCA Class	Building Part	Allowable Live Load
1a(b)	All parts as per approved plans	1.5kPa
BCA Class	Building Part	Allowable Live Load
10a	All parts as per approved plans	1.5kPa



## MANDATORY INSPECTIONS

Prior to placing a footing  
Prior to pouring in-situ reinforced concrete  
Completion of framework  
Final, upon completion of all building work

## OCCUPATION OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

## REPORTING AUTHORITY

Reporting Authority Name	Regulation	Matter Reported
Whittlesea City Council	133(2)	Point of Discharge of Stormwater

## COMMENCEMENT AND COMPLETION

This building work must commence by 20/08/2025

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 20/08/2026

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.

## CONDITIONS

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures

## 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	Details of performance solution
H2P2	To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part A2G2 of the National Construction Code of Australia Vol. 2. with reference to the following codemark certificates of conformity: - Masterwall® X-Series® Insulated Cladding Systems - CM40242

## PROTECTION WORK

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

## RELEVANT BUILDING SURVEYOR

Name: Duro Vranjes

Address: Office 15.01, Level 15, 401 Docklands Drive, Docklands VIC 3008

Email: [permits@arkibs.com.au](mailto:permits@arkibs.com.au)

Building practitioner registration no.: BS-U 20045

Permit no.: 846233803878

Date of issue of permit: 20 August 2024



Signature:

*Dhany*

#### Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works the domestic over \$5,000 and warranty Insurance for building works over \$16,000

## **Annexures 'A'**

### **Conditions of Approval**

### **Building Permit No. 8462333803878**

### **Issued 20 August 2024**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The dwelling MUST achieve a minimum 6.0 Star Efficiency Rating. A Solar Hot Water System must be installed (with 60% minimum solar gain) is to be provided in accordance to the Plumbing Regulations or a minimum 2000L Rainwater Tank is to be provided and connected to all sanitary flushing systems.
2. Builder is to ensure that the proposed construction adjacent to existing structures on adjoining allotments is carried out strictly in accordance with the project Engineer's Drawings & Specifications.
3. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
4. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
5. Builder is to ensure the design & construction of gutters & downpipes is to be strictly in accordance with AS3500.3.
6. This building permit shall be read in conjunction with the endorsed drawings.
7. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
8. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
9. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
10. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.



11. Timber Framing must be in accordance with AS 1684.
12. All conditions of the Town Planning Permit & Town Planning endorsed documentation are to be strictly adhered to.
13. All materials, colours & finishes are to be strictly in accordance with the Town Planning Permit Endorsed Drawings. Where there is a discrepancy between the the Town Planning Permit Endorsed Drawings and the Building Permit Drawings, the Town Planning Permit Endorsed Drawings are to take precedence.
14. The permit holder of the Town Planning Permit (Owner) is to ensure that a valid Town Planning Permit is in force throughout the period in which works are to take place. Where it becomes apparent that that the Town Planning Permit may expire prior to the completion of works, the permit holder must apply to the relevant Council for an extension of time. Where a Town Planning Permit lapses or is due to lapse prior to the completion of works, the permit holder is to notify our office without delay.
15. Please note, prior to the issue of any Occupancy Permit for any of the buildings hereby approved, all Town Planning Permit Conditions are to be complied with to the satisfaction of the relevant Responsible Authority. Evidence of compliance with these conditions may need to be submitted in conjunction with an application for an Occupancy Permit.
16. Prior to the commencement of works, it is recommended that the owner & builder check with the structural engineer on whether a tree root barrier system is deemed necessary. Tree root barriers can help protect the building's foundations from any adverse effects posed by existing trees in close proximity and/or trees required as part of future landscaping requirements.
17. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.
18. The dwelling is to comply with energy efficiency requirements. A minimum of 2000 Ltr water tank connected to all sanitary flushing fixtures in accordance with the Building Code of Australia.



# Domestic Building Insurance

## Certificate of Insurance

**JOHN M INSTALLATIONS PTY LTD**

**4 ADAM COURT  
RESERVOIR  
VIC 3073**

Policy Number:

**C892351**

Policy Inception Date:

05/08/2024

Builder Account Number:

004907

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 1 69 Cedar St THOMASTOWN VIC 3074 Australia**

Carried out by the builder: **JOHN M INSTALLATIONS PTY LTD**

Builder ACN: 007365595

**!** 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): **JOHN M INSTALLATIONS PTY LTD**

Pursuant to a domestic building contract dated: **01/07/2024**

For the contract price of: **\$ 240.000.00**

Type of Cover: **Cover is only provided if JOHN M INSTALLATIONS 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](mailto: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.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.



## 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.

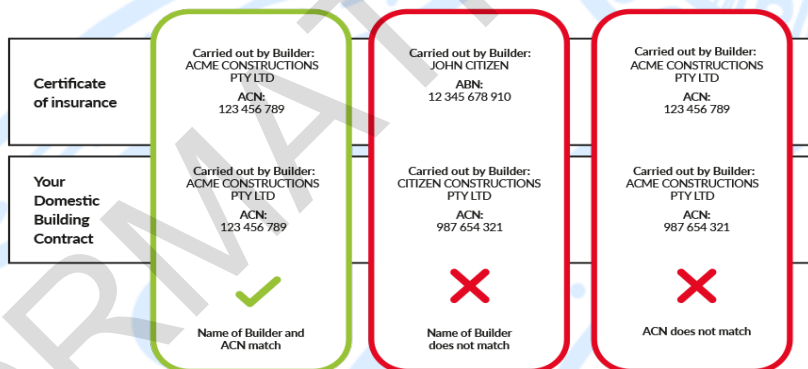
Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,418.00</b>
GST:	<b>\$241.80</b>
Stamp Duty:	<b>\$239.38</b>
<b>Total:</b>	<b>\$2,899.18</b>

**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 examples of what to look for*





# Due Diligence Checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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



## **Land boundaries**

### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights



## SECTION 27 STATEMENT

### VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** GIOVANNI MESITI as the Director of JOHN M. INSTALLATIONS  
PTY LTD

**PROPERTY:** Unit 1, 69 CEDAR STREET THOMASTOWN

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../20

SIGNATURE OF VENDOR(S) .....

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### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
  - A. The particulars provided by the Vendors in this Statement are accurate.
  - B. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S)

.....



# ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT ...../.....20

Signature(s) of the Purchaser .....

INFORMATION ONLY