NICHOLAS JAMES
LAWYERS

T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD
ACN: 006 020 257

CONTRACT OF SALE OF REAL ESTATE

Property: **1/10 Warwick Place, Tullamarine 3043**

Nicholas James Lawyers
1/17-19 Brook Street
Sunbury 3429
Tel: 03 9740 8453
Ref: MVG:CF:2311422

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

Contract of Sale of Land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../ ..../2023

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

.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../ ..../2023

Print name(s) of person(s) signing: **Trevor John Skidmore and Kerry Joan Skidmore**

State nature of authority, if applicable: Directors

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Jason Real Estate Pty Ltd
201B Melrose Drive, Tullamarine, VIC 3043

Email: maria@jasonrealestate.com.au

Tel: 03 9338 6411 Mob: 0447 871 285 Fax: 03 9338 6548 Ref:

Vendor

T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD ACN 006 020 257

Vendor's legal practitioner or conveyancer

Nicholas James Lawyers
1/17-19 Brook Street, Sunbury VIC 3429
PO Box 628, Sunbury VIC 3429
Email: maryanne@njlawyers.com.au
Tel: 03 9740 8453 Mob: Fax: Ref: MVG:2311422

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ....……. Mob: …….. Fax: …….. Ref: ……

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11071	Folio	663	1	PS607530M

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **1/10 Warwick Place, Tullamarine 3043 (also known as 10 Warwick Place Tullamarine)**

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

All fittings and fixtures of a permanent nature.

Payment

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on day of 20

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

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

1 Interpretation and Definitions

1.1 The following words have these meanings in this Contract unless the contrary intention appears:

Guarantee means the guarantee and indemnity annexed to this Contract.

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act* 1962, a copy of which is attached to this Contract.

1.2 In this Contract, unless the context otherwise requires:

(a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;

(b) an obligation of two or more parties shall bind them jointly and severally;

(c) if a word or phrase is defined cognate words and phrases have corresponding definitions;

(d) a reference to:

(i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;

(ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;

(iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

2 Auction Rules

2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.

2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked “Annexure A”.

2.3 Within 15 minutes after the fall of the hammer the successful bidder must:

(a) sign this Contract;

(b) pay the deposit set out in this Contract; and

(c) arrange for all persons to sign the Guarantee as required under this Contract.

2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:

(a) any right of action against the Vendor or the Vendor's agent; or

(b) any interest in the property, whether legal or equitable.

3 Acknowledgment

3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:

(a) a copy of this Contract;

(b) a Vendor's Statement (signed by the Vendor); and

(c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act* 1980.

4 Whole Contract

4.1 The Purchaser acknowledges that this Contract and the Vendor’s Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

(a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;

(b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;

(c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and

(d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

5 Measurements

5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

6 Planning Restrictions

6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

7 Condition of Property

7.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.

7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.

7.3 The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.

7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

7.5 The Purchaser acknowledges that if there is a swimming pool, spa or body of water on the Property which is or may be required to be fenced or otherwise protected, the Purchaser must at its own cost and expense comply by the Building Act 1993, the Building Regulations 2018 and any other laws or regulations and the Purchaser cannot rescind the contract, make a claim, seek any compensation or delay settlement for non-compliance. The Purchaser indemnifies and keeps indemnified the Vendor in respect of all orders or requirements under the building regulations.

7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

8 Deposit Held Under Sale of Land Act

8.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act* 1962.

8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors.

8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act* 1959 until it is released pursuant to section 27 of *the Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

9 Indemnity

9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

10 Default

10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:

(a) The remedy by the Purchaser of the default.

(b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.

(c) Payment of the Vendor's solicitors reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

(d) Payment of interest under the following special condition.

11 Default Interest

11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act* 1983 on the amount in default from the time it fell due until the default ceases.

12 Waiver

12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

13 Purchaser to Procure Execution of a Guarantee

13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:

(a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and

(b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked “Annexure B” but with the necessary changes being made.

14 Substituted Purchaser

14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor’s acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER**:**

(a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.

(b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee’s performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.

(c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.

(d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to;
(i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
(ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

15 Foreign Acquisitions and Takeovers Act 1975

15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act* 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions &

Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

16 Chattels

16.1 Property in the chattels passes to the Purchaser upon payment of the price.

16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

17 No Merger

17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 FIRB

18.1 The Purchaser warrants that one of the following apply:

(a) The Purchaser;

(i) is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Review Board (FIRB) or any other relevant authority; and

(ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) The purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.

18.2 If the warranty in Special Condition 18.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this Contract.

Special Condition 18 does not merge at settlement.

19 Delivery of Adjustments

19.1 The purchaser's legal practitioner or conveyancer is to prepare the Statement of Adjustments and provide it to the vendor's legal practitioner, along with all ancillary searches, not less than seven (7) days before the Settlement Date.

19.2 If the vendor's legal practitioner receives the Statement of Adjustment, along with all ancillary searches, within seven (7) days of the Settlement Date the purchaser will be liable to pay a late adjustments fee of $110.

20 Settlement

20.1 Settlement must take place before 3.00pm on the settlement date. If Settlement is delayed or extended beyond this date then, in addition to any default interest the vendor is entitled to in accordance with the Contract, the purchaser shall reimburse the vendor for all reasonably foreseeable losses, damages or expenses, including but not limited to:

(a) Additional legal fees of $330 for each and every agreed extension to settlement; and

(b) Further additional legal fees of $660 should a Notice of Default be served on the purchaser.

21 Amendment of General Conditions 21 and 22

21.1 These General Conditions are amended as follows:

(a) General Condition 21.2 is amended so that the words "14 days" are replaced with the word "7 days".

(b) General Condition 22.2 is amended so that the words "14 days" are replaced with the word "7 days".

22 GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

☐ Withholding payment is required to be made	
☒ No withholding payment for residential premises because	☐ No withholding payment for potential residential land because
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the buyer is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

22.1 Vendor's notice

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

22.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

22.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

22.4 Purchaser to remit withheld amount

(a) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

(b) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

22.5 Vendor to indemnify Purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

(d) has not previously sold or granted any option to purchase, agreed to 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 or indirectly 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 condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and

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

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

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 be described by a serial number in the Personal Property Securities Register; or

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

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 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. BUILDING WARRANTY INSURANCE

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

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.

13.8 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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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. Special 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 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 lodgement network operators do not provide otherwise:

(a) the electronic lodgment network operator to conduct all the financial and lodgement 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 lodgement 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 lodgement

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 special 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 vendors 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 sales is checked.

21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement 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 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 premise 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 the electronic lodgement 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 lodgement 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's 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 authorised 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 that 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.

Annexure A

AUCTION RULES

Sale of Land Regulations 2005

SCHEDULE 1

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

2. The auctioneer may refuse any bid.

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

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

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

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

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

Annexure B

GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.

2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.

3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the guaranteed moneys or to carry out and perform the Purchaser's obligations.

4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.

5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.

6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.

7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.

8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.

9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.

10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.

11. When this Guarantee is executed or intended to be executed by two or more persons:

    (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;

    (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;

    (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and

    (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

S C H E D U L E

GUARANTOR:

Name: .....

Address: .....

GUARANTOR:

Name: .....

Address: .....

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
) .....
[Signature]

..... Witness
[Signature]

..... (Name of Witness)
[Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
) .....
[Signature]

..... Witness
[Signature]

..... (Name of Witness)
[Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
) .....
[Signature]

..... Witness
[Signature]

..... (Name of Witness)
[Please Print]

NICHOLAS JAMES
LAWYERS

T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD
ACN: 006 020 257

VENDOR'S STATEMENT

Property: **1/10 Warwick Place, Tullamarine 3043**

Nicholas James Lawyers
1/17-19 Brook Street Sunbury 3429
P O Box 628 Sunbury 3429
Tel: 03 9740 8453
Ref: MVG:CF:2311422

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	1/10 Warwick Place, Tullamarine 3043	
Vendor's name	T.J. & K.J. Skidmore Building Contractors Pty Ltd 006 020 257	**Date** / /
Vendor's signature	Director/Secretary	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents and property certificates.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See attached Certificates

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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 11071 FOLIO 663 Security no : 124105666486B
Produced 27/04/2023 02:10 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 607530M.
PARENT TITLE Volume 08338 Folio 117
Created by instrument PS607530M 02/06/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD of 185 GELLIES RD SUNBURY 3429
PS607530M 02/06/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS607530M 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: 10 WARWICK PLACE TULLAMARINE VIC 3043

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS607530M

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE No /

LTO USE ONLY **EDITION 1**

PLAN NUMBER **PS607530M**

LOCATION OF LAND

PARISH: TULLAMARINE
TOWNSHIP: —
SECTION: 4
CROWN ALLOTMENT: 4 (PART)
CROWN PORTION:

LTO BASE RECORD: DCMB
TITLE REFERENCES: VOL. 8338 FOL. 117
VOL FOL
LAST PLAN REFERENCE: LOT 23, LP54715

POSTAL ADDRESS: 10 WARWICK PLACE, TULLAMARINE 3043
AMG Co-ordinates AGD 66 N 5824340 ZONE 55
(of approx centre of plan) E 313730

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME. CITY OF MORELAND REF SC2007/0029

1 This plan is certified under section 6 of the Subdivision Act 1988

2 ~~This plan is certified under section 11(7) of the Subdivision Act 1988~~
~~Date of original certification under section 6 / / ~~

3 ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage ~~

Council Delegate
~~Council Seal~~
Date 31 / 8 / 07

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council Seal~~
~~Date / / ~~

LTO USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
RECEIVED ☑
DATE 22/5/08

LTO USE ONLY
PLAN REGISTERED
TIME 11.08 am
DATE 26/6/08
Assistant Registrar of Titles

NOTATIONS

DEPTH LIMITATION NIL

STAGING
This ~~is~~/is not a staged subdivision.

Planning Permit No

SURVEY
This plan ~~is~~/is not based on survey.

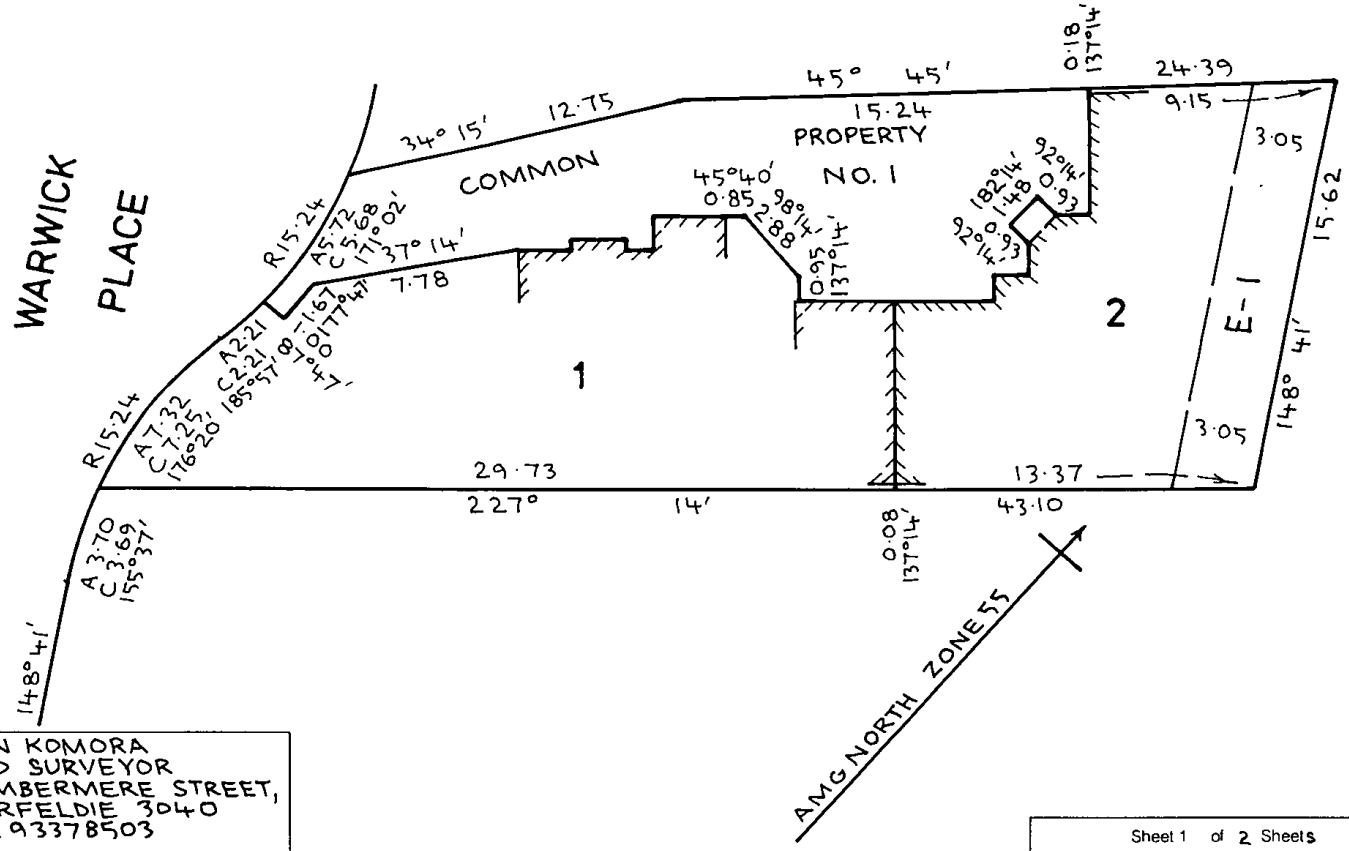
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES SHOWN THUS →→→→→ EXTERIOR FACE: ALL OTHER BOUNDARIES

EASEMENT INFORMATION

LEGEND A – Appurtenant Easement E – Encumbering Easement R – Encumbering Easement (Road)

SEC. 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-1	DRAINAGE & SEWERAGE	3.05	LP54715	LOTS ON LP54715
E-1	SEWERAGE	3.05	THIS PLAN	YARRA VALLEY WATER LIMITED



STAN KOMORA
LAND SURVEYOR
2 COMBERMERE STREET,
ABERFELDIE 3040
TEL. 93378503

Sheet 1 of 2 Sheets

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) STAN KOMORA
SIGNATURE DATE 14/12/2006
REF VERSION 1

DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 27/04/2023 17:17 Page 2 of 2

PS607530M

FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS607530M

The land in PS607530M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
10 WARWICK PLACE TULLAMARINE VIC 3043

OC001218R 04/06/2008

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC001218R 04/06/2008

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Total	**200.00**	**200.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/04/2023 05:17:47 PM

OWNERS CORPORATION 1
PLAN NO. PS607530M

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Schedule 3 Regulation 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?
The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

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

Owners corporation rules
The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability
The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

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

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

OWNERS CORPORATION CERTIFICATE

issued pursuant to s.151 Owners Corporation Act

Owners Corporation No. : PS607530M

Important:-

Plan of Subdivision No: **PS720354X** is a two lot subdivision.
Section 7 (1) of the Owners Corporation Act provides that an owners corporation for a 2 lot subdivision, is exempt from compliance with:-

(a) sections 18,31,32,59,60,61,62,65,93,94,95,96 and 97; and
(b) Divisions 2,3 and 4 of Part 3; and
(c) Divisions 1,2,3,4 and 5 of Part 4; and
(d) Divisions 1 & 2 of Part 9; and
(e) Division 1 of Part10.

This certificate is issued in respect of lot/unit		1
(a)	current fees	Nil
(b)	paid up to	__/__/20__
(c)	total of any unpaid fees or charges	$ N/A
(d)	details of any special fees or levies which have been struck	$ N/A payable __/__/20__
(e)	details of any repairs or maintenance or other work which has been or is about to be performed which may incur additional charges	Not Applicable
(f)	owners corporation insurance details	
	name of insurance company policy number kind of policy buildings covered building amount public liability amount renewal date	Pursuant to Section 7 (1) of the Owners Corporation Act 2006, this 2 Lot Subdivision is exempt from having insurance required under Sections 59,60,61 and 62.
(g)	if the owners corporation has resolved that the members may arrange their own insurance under s.63, the date of this resolution	Not Applicable
(h)	total funds held by owners corporation	Not Applicable
(i)	details of liabilities additional to the liabilities listed in (a) to (d)	Not Applicable

(j)	details of current contracts, leases, licences or agreements affecting common property	Not Applicable
(k)	details of any current agreements to provide services to lot owners, occupiers or the public	Not Applicable
(l)	details of notices or orders served on the owners corporation in the last 12 months that have not been satisfied	Not Applicable
(m)	details of legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings	Not Applicable
(n)	whether the owners corporation has appointed, or has resolved to appoint, a manager an, if so, the name and address of the manager	No
(o)	whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator	Not Applicable

This certificate must include the following documents:

- a copy of the owners corporation rules;
- the prescribed information statement;
- a copy of all resolutions made at the last AGM;

Common Seal of the Owners Corporation was affixed in the presence of: (seal)

Sign .....

Name T.J. & K.J Skidmore Building Contractors Pty Ltd

Address Owner of lots 1 & 2

Dated 02/05/2023

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

(a)to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b)on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

3.3 Damage to common property

(1)An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2)An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3)An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4)An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5)The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

STANDARD RULES FOR A BODY CORPORATE

Use of common property and lots

A member must not, and must ensure that the occupier of the member's lot does not –

a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member;

d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

e) make or permit to be made noise from music or machinery which can be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;

f) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

PURCHASERS TO NOTE:-

THE OWNERS CORPORATION IS INACTIVE AND HAS HAD NO MEETINGS.

ACCORDINGLY, THERE ARE NO MINUTES OF MEETINGS

Property Clearance Certificate

Taxation Administration Act 1997

INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2311422
Certificate No:	63602279
Issue Date:	27 APR 2023
Enquiries:	ESYSPROD

Land Address: 10 WARWICK PLACE TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36399227	1	607530	11071	663	$774.17

Vendor: T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TREVOR SKIDMORE TRUST	2023	$270,000	$654.39	$0.00	$654.39

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

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

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 IMP VALUE:	$485,000
SITE VALUE:	$270,000
AMOUNT PAYABLE:	**$774.17**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 63602279

Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

General information

6. 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.

7. 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 = $0.00

Taxable Value = $270,000

Calculated as $0 plus ($270,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 63602279

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 63602279

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Merri-bek Civic Centre
90 Bell Street
Coburg Victoria 3058
T: (03) 9240 1111

Postal Address
Locked Bag 10
Brunswick Victoria 3056

merri-bek.vic.gov.au

Merri-bek City Council

Certificate Number: 96120

Landata
PO Box 500
EAST MELBOURNE VIC 8002

LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989

Date of Issue	28-Apr-2023
Applicant Reference	68697251-015-2:132083
Certificate Number	96120
Assessment Number	1728836
Property Location	10 Warwick Place, TULLAMARINE VIC 3043
Property Description	Lot 1 PS 607530 CT-11071/663
Property Key	99770

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Council uses Capital Improved Value for rating purposes. The level of value date is 1-Jan-2022 and the date of operation of the valuation for this property is 01-July-2022

Capital Improved Value	$485,000
Site Value	$270,000
Net Annual Value	$24,250

Merri-bek Civic Centre
90 Bell Street
Coburg Victoria 3058
T: (03) 9240 1111

Postal Address
Locked Bag 10
Brunswick Victoria 3056

merri-bek.vic.gov.au

Merri-bek City Council

Certificate Number: 96120

Rates and charges levied for the period 01/07/22 - 30/06/23

General Rates	$1,026.99
Fire Services Property Levy	$142.71
Waste Management	$275.22
Property Debt	$0.00
Arrears and Arrears Interest	$0.00
Interest for Current Year	$0.00
Legal Costs	$0.00
Legal Costs Arrears	$0.00
Rebates	$0.00
Payments/Adjustments	$-1,083.92

Net Total Outstanding	**$361.00**

To obtain a Land Information Certificate update please email ratescontact@merri-bek.vic.gov.au with your certificate number and the property address or Telephone 03 9240 1111 and select option 7

Pay settlements by:

- BPAY quoting Biller Code: **35105** and reference number **1728836**
- Through Council's website by Visa or MasterCard visiting merri-bek.vic.gov.au

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

General Information

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989.*

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Merri-bek City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified)	9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915			
عربي	Arabic	9280 1913	ਪੰਜਾਬੀ	Nepali	9280 0751			

National Relay Service:
13 36 77 or relayservice.com.au

Merri-bek Civic Centre
90 Bell Street
Coburg Victoria 3058
T: (03) 9240 1111

Postal Address
Locked Bag 10
Brunswick Victoria 3056

merri-bek.vic.gov.au

Merri-bek City Council

Certificate Number: 96120

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Moreland City Council's new name, Merri-bek City Council, came into effect on Monday 26 September 2022. All of Council's branding will gradually transition to Merri-bek.
For more information visit ***merri-bek.vic.gov.au/newname***

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I acknowledge having received the sum of $27.85 being fee for this Certificate.

Authorised Officer:

Bianca Marasco
Team Leader Revenue Services
Merri-bek City Council
Rates and Valuations

Locked Bag 10 BRUNSWICK VIC 3056
Phone: 03 9240 1111 Fax: 03 9240 1212
Email: info@merri-bek.vic.gov.au

Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified)	9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915			
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National Relay Service:
13 36 77 or relayservice.com.au

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90 Bell Street
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T: (03) 9240 1111

Postal Address
Locked Bag 10
Brunswick Victoria 3056

merri-bek.vic.gov.au

9 May 2023

Enquiries: Building Services Unit
Your Ref: 68820533-017-9:132482

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Building Act 1993

BUILDING REGULATIONS 2018
Regulation 51 (1)

LAND OR BUILDING INFORMATION

I refer to your request for land or building information as permitted pursuant to Regulation 51 (1) of the Building Regulations and advise as follows: -

ADDRESS: **10 Warwick Place, TULLAMARINE VIC 3043**

Council records indicate that there have been no Building Permits issued for this property in the last ten (10) years.

NOTICES/ORDERS
A search of Council's Building records has failed to locate any outstanding notices or orders issued under the Building Act 1993.

Should you require any further assistance in respect of this information, please contact Citizens Services on 9240 1111 and request to speak to City Development Service Support.

City Development Service Support

Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified) 9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915		
عربي	Arabic	9280 1913	ਪੰਜਾਬੀ	Nepali	9280 0751		

National Relay Service:
13 36 77 or relayservice.com.au

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

27th April 2023

Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA
LANDATA

Dear Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA,

RE: Application for Water Information Statement

Property Address:	10 WARWICK PLACE TULLAMARINE 3043
Applicant	Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA LANDATA
Information Statement	30764395
Conveyancing Account Number	7959580000
Your Reference	355574

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	10 WARWICK PLACE TULLAMARINE 3043

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	10 WARWICK PLACE TULLAMARINE 3043

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

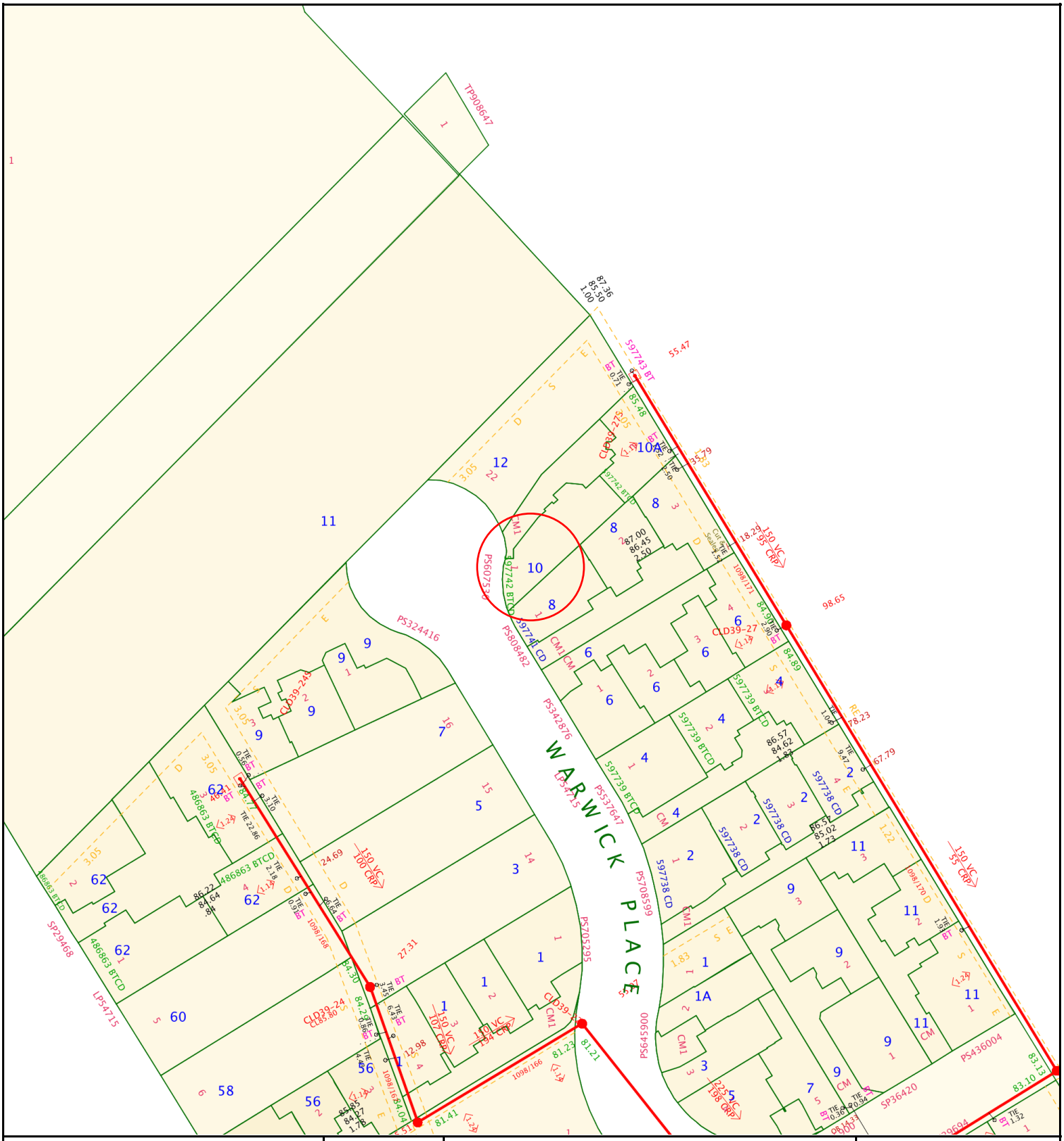
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30764395**	**Address**	10 WARWICK PLACE TULLAMARINE 3043	
	Date	27/04/2023	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2519250000
Rate Certificate No: 30764395

Date of Issue: 27/04/2023
Your Ref: 355574

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
10 WARWICK PL, TULLAMARINE VIC 3043	1\PS607530	1182134	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	$19.70	$19.70
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	$112.45	$112.45
Parks Fee	01-07-2022 to 30-06-2023	$81.60	$0.00
Drainage Fee	01-04-2023 to 30-06-2023	$27.34	$27.34
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$159.49
		Total Due	$159.49

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the

Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1182134

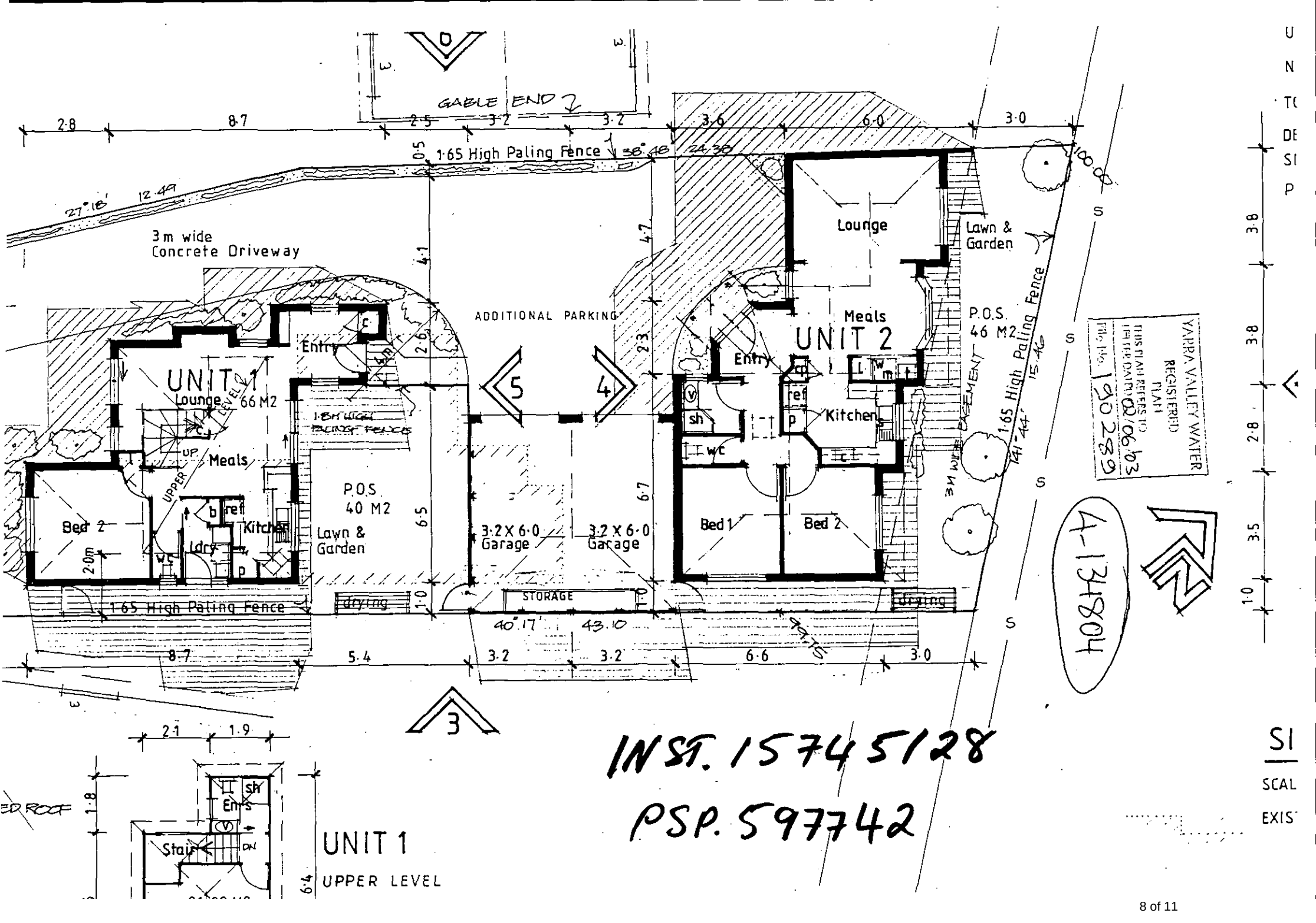
Address: 10 WARWICK PL, TULLAMARINE VIC 3043

Water Information Statement Number: 30764395

HOW TO PAY

Biller Code: 314567
Ref: 25192500000

Amount Paid		**Date Paid**		**Receipt Number**	


GABLE END 2
1·65 High Paling Fence
3m wide
Concrete Driveway
ADDITIONAL PARKING
UNIT 1
Lounge
66 M2
Entry
Meals
UPPER
Bed 2
Kitchen
Ldry
wc
P.O.S.
40 M2
Lawn &
Garden
3·2 X 6·0
Garage
3·2 X 6·0
Garage
STORAGE
drying
1·65 High Paling Fence
UNIT 2
Lounge
Meals
Entry
Kitchen
Bed 1
Bed 2
P.O.S.
46 M2
Lawn &
Garden
1·65 High Paling Fence
BASEMENT
YARRA VALLEY WATER
REGISTERED
PLAN
File No. 190 289
A-134804
INST. 15745128
PSP. 597742
UNIT 1
UPPER LEVEL
Stair
Ent
sh

EasyAccess
Yarra Valley Water

YARRA VALLEY WATER LIMITED
(ABN 93 066 902 501)

02 July 2003 10:43

Ref No. 4-134804
Installation No. 15745128
BOE No. 190289

TREVOR JOHN SKIDMORE
185 GELLIES ROAD
SUNBURY **3429**

BUILD OVER SEWER/EASEMENT

APPLICANT NAME: TREVOR JOHN SKIDMORE

PROPERTY ADDRESS: 10 WARWICK PLACE, TULLAMARINE 3043

Thank you for your application of 01/07/2003 to build a dwelling close to the easement and to overhang eaves over the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following conditions;

- The work must be carried out in accordance with the attached registered plan.
- The sewer point is located approximately 1.52 metres from the south-east boundary and is approximately 1.70 metres deep.
- Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

CONDITIONS OF APPROVAL

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Mitcham Office, Lucknow St, Mitcham
Private Bag 1 Mitcham, Vic 3132 AUSDOC 13204 Mitcham
Telephone Enquiries: 131 695
Fax Number: 9872 2500

Quality System
Quality Endorsed Company

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

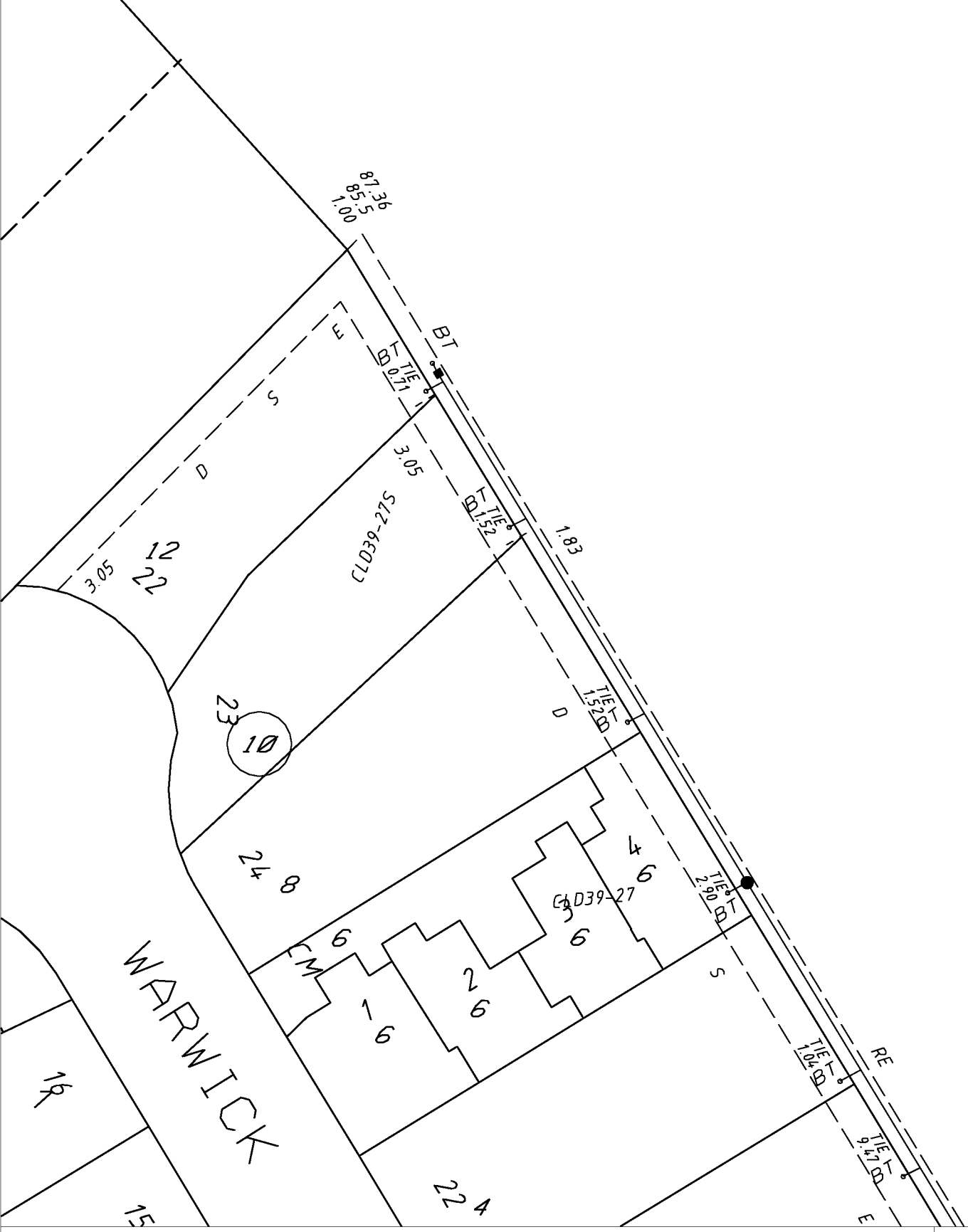
For further enquiries contact Vladimir Misic on 9872-2696.



ANDREW EDNEY
MANAGER CONNECTIONS

Mitcham Office, Lucknow St, Mitcham
Private Bag 1 Mitcham, Vic 3132 AUSDOC 13204 Mitcham
Telephone Enquiries: 131 695
Fax Number: 9872 2500

Quality System
Quality Endorsed Company
AS 3901 Lic QEC 4006 Standards Australia



SERVICE PLAN

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DISCLAIMER

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

Yarra Valley Water

ADDRESS:
10 WARWICK PLACE, TULLAMARINE 3043

DATE: 01/07/2003

N

YARRA VALLEY WATER A.B.N. 93 066 902 501

APPROVAL PSP

© Yarra Valley Water Corporation 2012

Yarra Valley Water

PLAN NUMBER

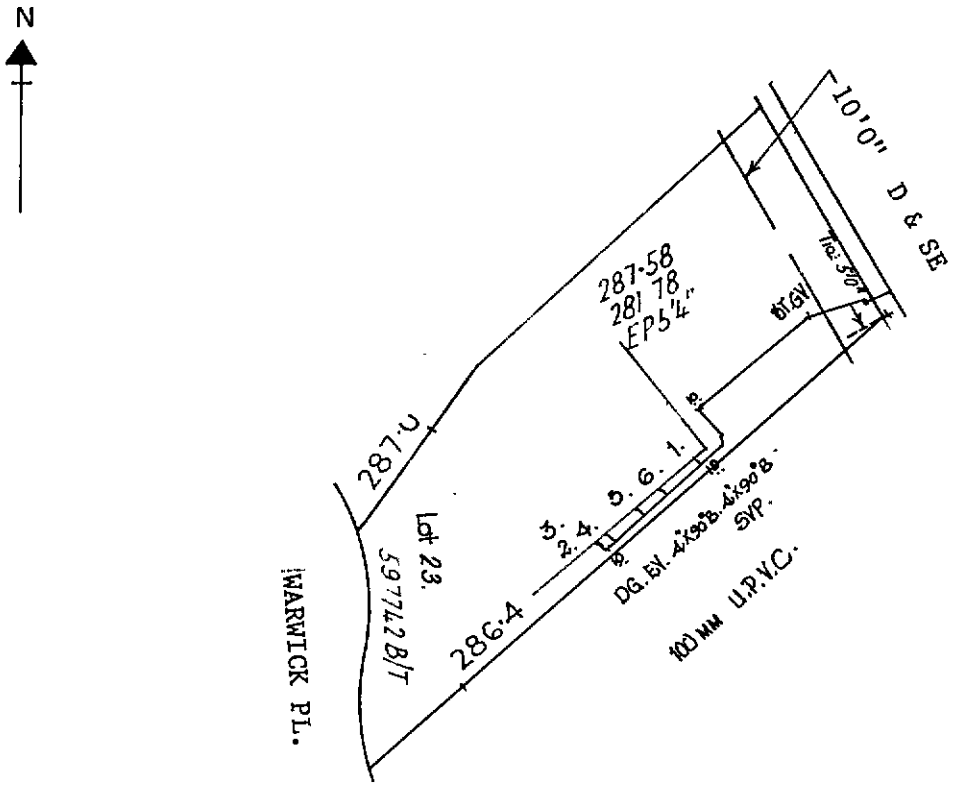
597742-0

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.

Litho No.:..... Retic. Area No.:..... Designed:..... Examined:.....

FIXTURES:

1. Closet internal
   Closet external
   Urinal internal
   Urinal external
2. Bath
3. Shower
4. Lav. Basin
5. Sink
6. Laundry Trough
   Clothes Washing Machine



ENCUMB. RECORD			
5	1		
6	2		
7	3		
8	4		
FINALISED	ISSUED		
8 NOV 76	[illegible] SEP 1977		Check
			Check

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nicholas James Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 355574

NO PROPOSALS. As at the 27th April 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10 WARWICK PLACE, TULLAMARINE 3043
CITY OF MERRI-BEK (Moreland)

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

Date of issue: 27th April 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68697251 - 68697251201847 '355574'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

925245

APPLICANT'S NAME & ADDRESS

NICHOLAS JAMES LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

T.J. & K.J. SKIDMORE BUILDING CONTRACTORS PTY LTD

PURCHASER

N/A, N/A

REFERENCE

355574

This certificate is issued for:

LOT CM1 PLAN PS607530, LOT 1 PLAN PS607530 ALSO KNOWN AS 10 WARWICK PLACE TULLAMARINE
MERRI-BEK CITY

The land is covered by the:
MERRI-BEK PLANNING SCHEME

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

The land:
- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/merri-bek)

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

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

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

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

28 April 2023

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

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

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



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Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

PROPERTY REPORT

Environment, Land, Water and Planning

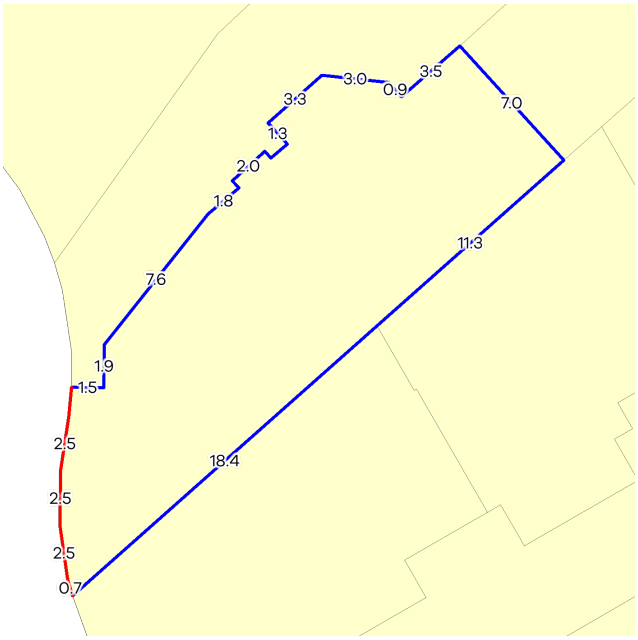
From www.planning.vic.gov.au at 03 May 2023 03:24 PM

PROPERTY DETAILS

Address:	**10 WARWICK PLACE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 1 PS607530**
Standard Parcel Identifier (SPI):	**1\PS607530**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**99770**
Directory Reference:	**Melway 16 A3**

SITE DIMENSIONS

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



Area: 222 sq. m
Perimeter: 75 m
For this property:
Site boundaries
Road frontages

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

4 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**NIDDRIE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

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

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

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32.09 NEIGHBOURHOOD RESIDENTIAL ZONE

31/07/2018
VC148

Shown on the planning scheme map as **NRZ** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.09-1 Neighbourhood character objectives

27/03/2017
VC110

A schedule to this zone must contain the neighbourhood, heritage, environment or landscape character objectives to be achieved for the area.

32.09-2 Table of uses

14/11/2022
VC227

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast) **Home based business** **Informal outdoor recreation**	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must be located in an existing building.

Use	Condition
	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. Must not require a permit under Clause 52.06-3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. Must not require a permit under Clause 52.06-3.
Racing dog husbandry	Must be no more than 2 animals.
Railway **Residential aged care facility**	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house) **Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)**	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	The leasable floor area must not exceed 80 square metres.

Use	Condition
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises) **Grazing animal production** **Leisure and recreation (other than Informal outdoor recreation and Motor racing track)** **Market** **Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)** **Plant nursery**	
Service station	The site must either: ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour

Use
Animal production (other than Grazing animal production)
Animal training
Brothel
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than, Convenience shop, Food and drink premises, Market and Plant nursery)
Saleyard
Transport terminal
Warehouse (other than Store)

32.09-3 Subdivision

31/07/2018
VC148

Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

A schedule to this zone may specify a minimum lot size to subdivide land. Each lot must be at least the area specified for the land, except where an application to subdivide land is made to create lots each containing an existing dwelling or car parking space, where an application for the existing dwelling or car parking space was made or approved before the approval date of the planning scheme amendment that introduced this clause 32.09 into the planning scheme.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02

Subdivide land into 2 lots if:
▪ The construction of a building or the construction or carrying out of works on the land:
  ▪ Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
  ▪ Has started lawfully.
▪ The subdivision does not create a vacant lot.
	Clause 59.02

32.09-4 Construction or extension of a dwelling or residential building

15/05/2018
VC143

Minimum garden area requirement

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.09-4 on the approval date of Amendment VC110.

32.09-5 Construction and extension of one dwelling on a lot

31/07/2018
VC148

Permit requirement

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of less than the lot size specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
  - A lot of less than 300 square metres, or
  - A lot of less than the lot size specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings

is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines

Construct an outbuilding or extend a dwelling if the development:
▪ Meets the minimum garden area requirement of Clause 32.09-4.
▪ Does not exceed a building height of 5 metres.
▪ Is not visible from the street (other than a lane) or a public park.
▪ Meets the requirements in the following standards of Clause 54:
  ▪ A10 Side and rear setbacks.
  ▪ A11 Walls on boundaries.
  ▪ A12 Daylight to existing windows.
  ▪ A13 North-facing windows.
  ▪ A14 Overshadowing open space.
  ▪ A15 Overlooking.
For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.
If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.
	Clause 59.14

Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.	Clause 59.03

32.09-6 Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

20/12/2021
VC174

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC174, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.09-7 Requirements of Clause 54 and Clause 55

27/03/2017
VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.09-8 Residential aged care facility

26/10/2018
VC152

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.09-9 Buildings and works associated with a Section 2 use

04/12/2020
VC180

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines

Construct a building or construct or carry out works where:
▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to $100,000; or
▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to $500,000; and
▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:
  ▪ A10 Side and rear setbacks.
  ▪ A11 Walls on boundaries.
  ▪ A12 Daylight to existing windows.
  ▪ A13 North-facing windows.
  ▪ A14 Overshadowing open space.
  ▪ A15 Overlooking.
For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.
If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.
	Clause 59.04

32.09-10 Maximum building height requirement for a dwelling or residential building

26/10/2018
VC152

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 9 metres; and
- the building must contain no more than 2 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.

- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.09-11 Application requirements

26/10/2018
VC152

An application must be accompanied by the following information, as appropriate:

- For a residential development, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses, including siting and dimensioned setbacks.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.09-12 Exemption from notice and review

26/10/2018
VC152

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.09-13 Decision guidelines

24/01/2020
VC160

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in the schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55.

Non-residential use and development

In the local neighbourhood context:

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.09-14 Signs

26/10/2018
VC152

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.09-15 Transitional provisions

26/10/2018
VC152

The minimum garden area requirements of Clause 32.09-4 and the maximum building height and number of storeys requirements of Clause 32.09-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.

- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.09-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

01/09/2021
C189more

SCHEDULE 1 TO CLAUSE 32.09 NEIGHBOURHOOD RESIDENTIAL ZONE

Shown on the planning scheme map as **NRZ1**

NEIGHBOURHOOD RESIDENTIAL AREAS

1.0 Neighbourhood character objectives

01/09/2021
C189more

To promote a preferred neighbourhood character where the design and siting of new dwellings include generous landscaping through the retention of existing canopy trees (where practicable) and the planting of new canopy trees and vegetation.

2.0 Minimum subdivision area

01/09/2021
C189more

None specified

3.0 Permit requirement for the construction or extension of one dwelling or a fence associated with a dwelling on a lot

01/09/2021
C189more

	Requirement
Permit requirement for the construction or extension of one dwelling on a lot	None specified
Permit requirement to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot	None specified

4.0 Requirements of Clause 54 and Clause 55

01/09/2021
C189more

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	The development should provide: ▪ At least one canopy tree located within the front setback that meets the following requirements: ▪ For front setbacks of less than 4.5 metres: ▪ Located within permeable area within the site of at least 10 square metres and 4.5 metres wide. ▪ Reach a height of 6 metres - 8 metres at maturity. ▪ Achieve a canopy width of at least 5 metres at maturity. ▪ For front setbacks of 4.5 metres or more:

	Standard	Requirement
		▪ Located within a permeable area within the site of at least 4.5 metres x 4.5 metres. ▪ Reach a height of 8 metres -15 metres at maturity. ▪ Achieve a canopy width of at least 7 metres at maturity. ▪ At least one canopy tree located within the secluded private open space of each dwelling that meets the following requirements: ▪ Located within a permeable area within the site of at least 4.5 metres x 4.5 metres ▪ Reach a height of 6 metres - 8 metres at maturity ▪ Achieve a canopy width of at least 5 metres at maturity. ▪ Where a vehicle accessway is provided, canopy trees should be located to provide shading to the vehicle accessway, if practicable. ▪ Additional planting along any vehicle accessway. This requirement does not apply to an application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development.
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	None specified
	B28	None specified
Front fence height	A20 and B32	None specified

5.0 Maximum building height requirement for a dwelling or residential building

01/09/2021 C189more

None specified

6.0 Application requirements

01/09/2021 C189more

The following application requirements apply to an application for a permit under Clause 32.09, in addition to those specified in Clause 32.09 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- A landscape plan showing existing vegetation retained (on the site and adjacent to the site, as appropriate) and any proposed for removal, tree and vegetation selection and planting plan in accordance with this schedule and the *Moreland Tree Planting Manual for Residential Zones, 2019* .

7.0 Decision guidelines

01/09/2021
C189more

The following decision guidelines apply to an application for a permit under Clause 32.09, in addition to those specified in Clause 32.09 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- Whether there is opportunity to retain existing vegetation.
- Whether the landscaping will provide suitable shading and cooling of the urban environment to reduce heat absorption and re-radiation of hard surfaces.
- The suitability of the proposed location and soil volume for canopy tree health.
- Whether an alternative combination of canopy trees or climbers will achieve an equivalent or increased canopy cover to the requirements listed in Clause 4.0.
- Whether the development is consistent with the *Moreland Tree Planting Manual for Residential Zones, 2019.*

45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **DCPO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1 Development contributions plan

19/01/2006
VC37

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2 Preparation of a development contributions plan

19/01/2006
VC37

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

14/02/2023
C225more

SCHEDULE 1 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO1** .

MERRI-BEK DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

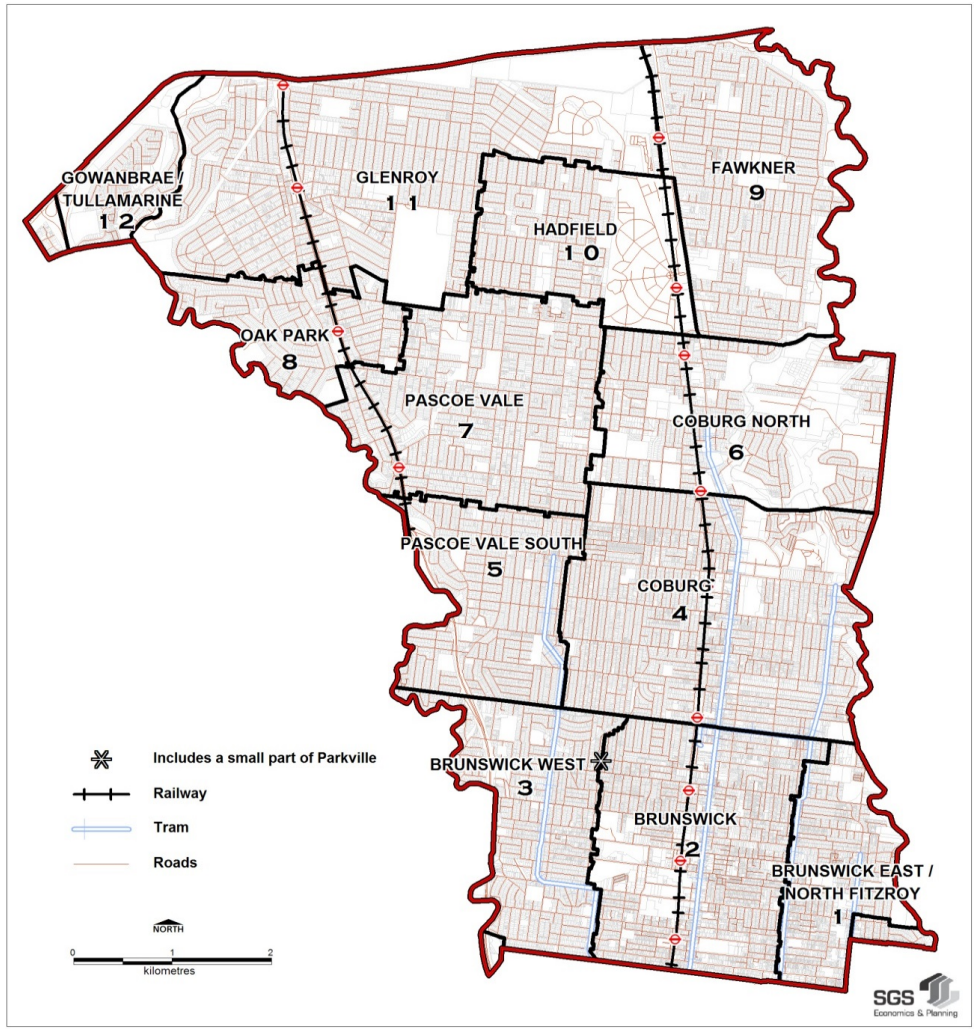
1.0

14/02/2023
C225more

Area covered by the development contributions plan overlay

This development contributions plan applies to the area within the red line shown in Map 1 below. This is all land within the City of Merri-bek.

Map 1 to Schedule 1 to Clause 45.06 – DCP Area and Charging Areas



2.0
10/09/2015
C133

Summary of costs

A summary of all costs and incomes is shown in Table 1 below.

Table 1 – summary of dcp costs

Facility	Total cost $	Time of provision	Actual cost contribution attributable to development $ (real terms)	Proportion of cost attributable to development %
CI Community Infrastructure	$40,985,000	2012-2023	$3,148,365	7.68%
DI Community Infrastructure	$8,215,550	2012-2023	$703,153	8.56%
DI Roads	$61,856,992	2012-2023	$9,581,125	15.49%
DI Drainage	$3,738,000	2012-2020	$504,036	13.48%
DI Planning	$126,000	2012-2013	$20,864	16.56%
TOTAL	**$114,921,542**		**$13,957,544**	**12.15%**

3.0
10/09/2015
C133

Summary of contributions

The development contributions that apply to each charging area in the DCP Area are shown in Table 2 for Residential Development, Table 3 for Industrial Development and Table 4 for Commercial Development.

Development contribution amounts are current as at 01 July 2012. They must be adjusted annually on July 1 each year in accordance with the methodology set out in the Moreland Development Contributions Plan (incorporated document).

Notes:

Residential development is subject to the Development Infrastructure and Community Infrastructure Levy.

Industrial or Commercial development is required to pay a Development Infrastructure Levy but is not required to pay a Community Infrastructure Levy.

Table 2 - Levies payable for residential development per dwelling

Revised Residential									
		Development Infrastructure					Community Infrastructure		
Area	**Suburb**	**Drainage**	**Road**	**Planning**	**Community Facility**	**Total Development Infrastructure Charge**	**Community Facility**	**Total Community Infrastructure Charge**	**Total Infrastructure Charge**
		Per Dwelling	Per Dwelling	Per Dwelling	Per Dwelling	**Per Dwelling**	Per Dwelling	**Per Dwelling**	**Per Dwelling**
1	**Brunswick East/North Fitzroy**	$17.22	$99.28	$1.50	$0.00	**$118.00**	$205.64	**$205.64**	**$323.64**
2	**Brunswick**	$62.33	$193.79	$1.50	$28.24	**$285.86**	$253.50	**$253.50**	**$539.36**
3	**Brunswick West**	$0.00	$174.28	$1.50	$104.71	**$280.49**	$65.04	**$65.04**	**$345.53**
4	**Coburg**	$43.97	$1,073.46	$1.50	$163.93	**$1,282.86**	$177.13	**$177.13**	**$1,459.98**
5	**Pascoe Vale South**	$0.00	$410.32	$1.50	$88.65	**$500.47**	$231.27	**$231.27**	**$731.75**
6	**Coburg North**	$18.23	$567.09	$1.50	$141.95	**$728.77**	$421.54	**$421.54**	**$1,150.31**
7	**Pascoe Vale**	$127.03	$571.26	$1.50	$0.00	**$699.79**	$609.86	**$609.86**	**$1,309.65**
8	**Oak Park**	$43.65	$201.15	$1.50	$0.00	**$246.31**	$391.46	**$391.46**	**$637.76**

Revised Residential									
9	**Fawkner**	$0.00	$473.97	$1.50	$0.00	**$475.47**	$586.77	**$586.77**	**$1,062.24**
10	**Hadfield**	$19.88	$369.47	$1.50	$50.88	**$441.73**	$203.90	**$203.90**	**$645.64**
11	**Glenroy**	$0.00	$259.00	$1.50	$58.82	**$319.32**	$407.48	**$407.48**	**$726.80**
12	**Gowanbrae/Tullamarine**	$0.00	$288.51	$1.50	$0.00	**$290.01**	$168.80	**$168.80**	**$458.81**

Table 3 - Levies payable for industrial development per 100 square metres of leasable floorspace

Revised Industrial									
		Development Infrastructure					Community Infrastructure		
Area	**Suburb**	**Drainage**	**Road**	**Planning**	**Community Facility**	**Total Development Infrastructure Charge**	**Community Facility**	**Total Community Infrastructure Charge**	**Total Infratructure Charge**
		Per 100 sqm Floorspace	Per 100 sqm Floorspace	Per 100 sqm Floorspace	Per 100 sqm Floorspace	**Per 100 sqm Floorspace**	Per 100 sqm Floorspace	**Per 100 sqm Floorspace**	**Per 100 sqm Floorspace**
1	**Brunswick East/North Fitzroy**	$9.38	$75.21	$0.30	$0.00	**$84.89**	$0.00	**$0.00**	**$84.89**
2	**Brunswick**	$33.95	$146.81	$0.30	$0.00	**$181.06**	$0.00	**$0.00**	**$181.06**
3	**Brunswick West**	$0.00	$132.03	$0.30	$0.00	**$132.33**	$0.00	**$0.00**	**$132.33**
4	**Coburg**	$23.95	$813.22	$0.30	$0.00	**$837.47**	$0.00	**$0.00**	**$837.47**
5	**Pascoe Vale South**	$0.00	$310.85	$0.30	$0.00	**$311.15**	$0.00	**$0.00**	**$311.15**
6	**Coburg North**	$9.93	$429.61	$0.30	$0.00	**$439.84**	$0.00	**$0.00**	**$439.84**
7	**Pascoe Vale**	$69.19	$432.77	$0.30	$0.00	**$502.26**	$0.00	**$0.00**	**$502.26**
8	**Oak Park**	$23.78	$152.39	$0.30	$0.00	**$176.46**	$0.00	**$0.00**	**$176.46**

Revised Industrial									
9	**Fawkner**	$0.00	$359.07	$0.30	$0.00	**$359.37**	$0.00	**$0.00**	**$359.37**
10	**Hadfield**	$10.83	$279.90	$0.30	$0.00	**$291.03**	$0.00	**$0.00**	**$291.03**
11	**Glenroy**	$0.00	$196.21	$0.30	$0.00	**$196.51**	$0.00	**$0.00**	**$196.51**
12	**Gowanbrae/Tullamarine**	$0.00	$218.57	$0.30	$0.00	**$218.87**	$0.00	**$0.00**	**$218.87**

Table 4 - Levies payable for commercial development per 100 square metres of leasable floorspace

Revised Commercial									
		Development Infrastructure					Community Infrastructure		
Area	Suburb	Drainage	Road	Planning	Community Facility	Total Development Infrastructure Charge	Community Facility	Total Community Infrastructure Charge	Total Infratructure Charge
		Per 100 sqm Floorspace	Per 100 sqm Floorspace	Per 100 sqm Floorspace	Per 100 sqm Floorspace	**Per 100 sqm Floorspace**	Per 100 sqm Floorspace	**Per 100 sqm Floorspace**	**Per 100 sqm Floorspace**
1	**Brunswick East/North Fitzroy**	$11.12	$389.34	$1.23	$0.00	**$401.69**	$0.00	**$0.00**	**$401.69**
2	**Brunswick**	$40.27	$759.95	$1.23	$0.00	**$801.45**	$0.00	**$0.00**	**$801.45**
3	**Brunswick West**	$0.00	$683.46	$1.23	$0.00	**$684.69**	$0.00	**$0.00**	**$684.69**
4	**Coburg**	$28.40	$4,209.63	$1.23	$0.00	**$4,239.26**	$0.00	**$0.00**	**$4,239.26**
5	**Pascoe Vale South**	$0.00	$1,609.11	$1.23	$0.00	**$1,610.34**	$0.00	**$0.00**	**$1,610.34**
6	**Coburg North**	$11.78	$2,223.88	$1.23	$0.00	**$2,236.89**	$0.00	**$0.00**	**$2,236.89**
7	**Pascoe Vale**	$82.06	$2,240.24	$1.23	$0.00	**$2,323.53**	$0.00	**$0.00**	**$2,323.53**
8	**Oak Park**	$28.20	$788.83	$1.23	$0.00	**$818.26**	$0.00	**$0.00**	**$818.26**

Revised Commercial									
9	**Fawkner**	$0.00	$1,858.71	$1.23	$0.00	**$1,859.94**	$0.00	**$0.00**	**$1,859.94**
10	**Hadfield**	$12.84	$1,448.91	$1.23	$0.00	**$1,462.98**	$0.00	**$0.00**	**$1,462.98**
11	**Glenroy**	$0.00	$1,015.70	$1.23	$0.00	**$1,016.93**	$0.00	**$0.00**	**$1,016.93**
12	**Gowanbrae/Tullamarine**	$0.00	$1,131.40	$1.23	$0.00	**$1,132.63**	$0.00	**$0.00**	**$1,132.63**

4.0
24/03/2023
C221more

Land or development excluded from the development contributions plan

The following land or development is exempt from the requirement to pay development contributions under the *Merri-bek Development Contributions Plan, January 2015 (amended December 2022)* and the *2015 DCP Addendum, August 2022* :

- Land developed for a non-government school as defined in the Ministerial Direction on Development Contributions Plans of 11 October 2016;
- Land located at 173 – 199 Elizabeth Street, Coburg being the land more particularly described as Lot D and LL on PS 646672U being the whole of the land contained in Certificates of Title Volume 11309 Folio 031 and Volume 11309 Folio 032. (the former Kodak site)
- A development that comprises:
  - renovations or alterations to an existing dwelling;
  - demolition of a dwelling followed by construction of a replacement dwelling on the same land. The exemption applies to a single dwelling but not to a second or subsequent dwellings on the same land;
  - outbuildings normal to an existing dwelling and fences; and
  - reinstatement of a building which has been unintentionally damaged or destroyed provided that for a building other than a dwelling, the exemption relates only to the extent that the floor area of the new building is not greater than the damaged or destroyed building.

Note: *This schedule sets out a summary of the costs and contributions prescribed in the Merri-bek Development Contributions Plan. Refer to the incorporated Merri-bek Development Contributions Plan, January 2015 (amended December 2022) and the 2015 DCP Addendum, December 2022 for full details.*

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 03 May 2023 03:24 PM

PROPERTY DETAILS

Address:	**10 WARWICK PLACE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 1 PS607530**
Standard Parcel Identifier (SPI):	**1\PS607530**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**99770**
Planning Scheme:	**Moreland** Planning Scheme - Moreland
Directory Reference:	**Melway 16 A3**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**NIDDRIE**

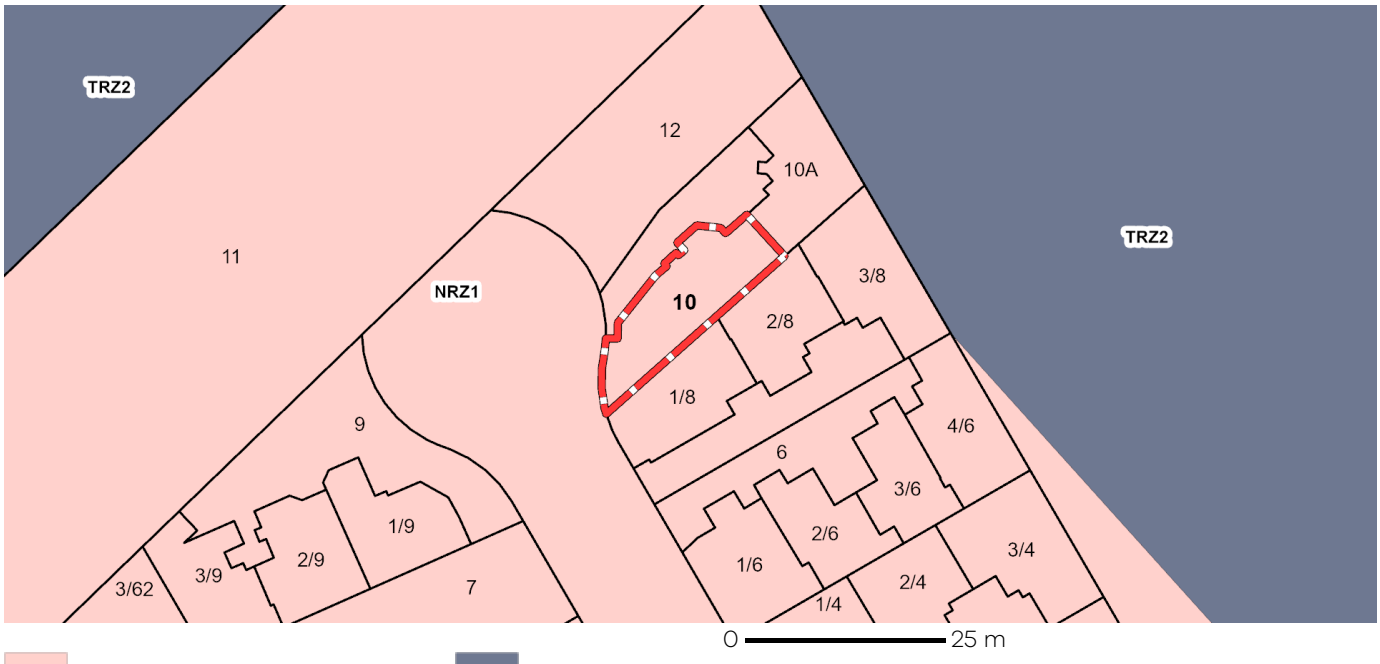
OTHER

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

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



NRZ - Neighbourhood Residential
TRZ2 - Principal Road Network

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

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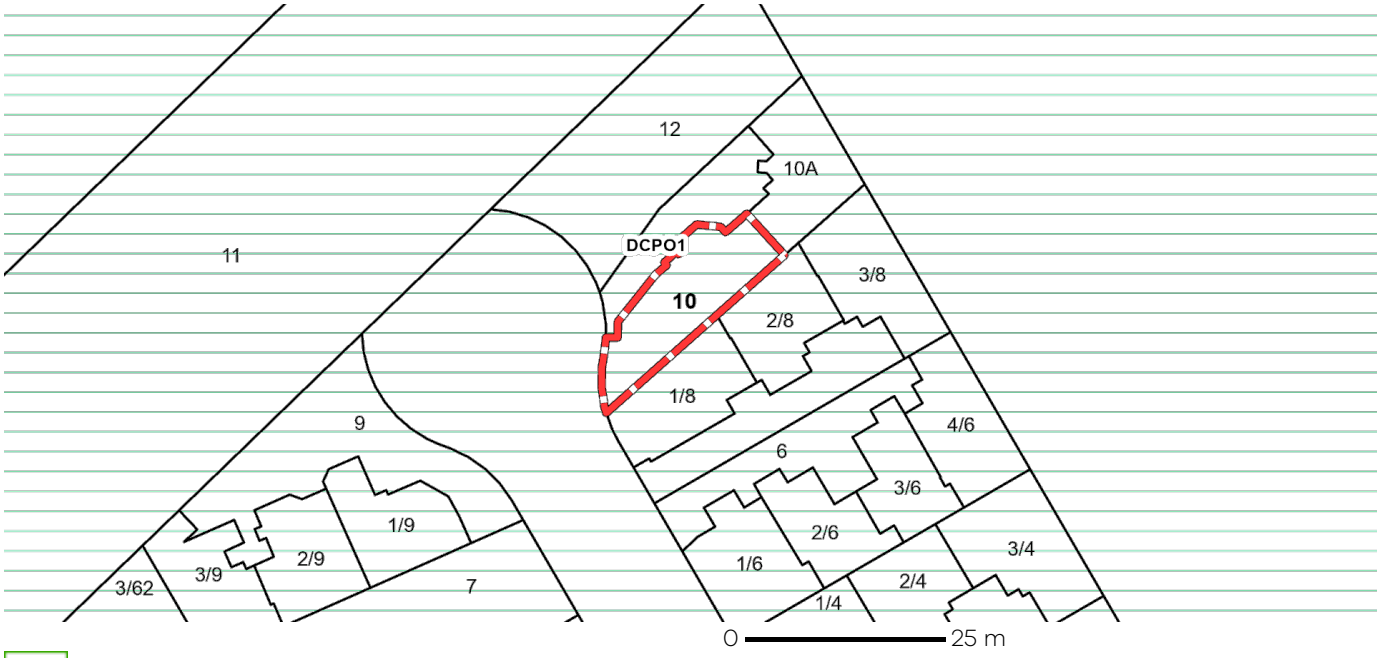
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 27 April 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

CONSUMER AFFAIRS VICTORIA