

CHRISTINE ANNE MAY MIANO AND DOMENICO MIANO

**CONTRACT OF SALE OF REAL ESTATE AND VENDOR'S
SECTION 32 STATEMENT**

**LOT 1 ON PROPOSED PLAN OF SUBDIVISION NO.914254W
13 SHAWLANDS DRIVE TULLAMARINE VIC 3043**



76/2 Thomsons Road KEILOR PARK VIC 3042
(PO Box 2111 GLADSTONE PARK 3043)

P: 8307 5399

E: natalie@prestigeconveyancing.com.au

Ref: NA:230921

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

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

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____

_____ on ____/____/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).

SIGNED BY THE VENDOR _____

CHRISTINE ANNE MAY MIANO AND DOMENICO MIANO

_____ on ____/____/2023
print name(s) of person(s) signing

State nature of authority if applicable _____

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the 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

Tel: 9338 6411 Mob: 0419 332 536

Fax: 9338 6548

Email: jason@jasonrealestate.com.au

VENDOR:

**CHRISTINE ANNE MAY MIANO AND
DOMENICO MIANO**

**VENDOR'S LEGAL PRACTITIONER
OR CONVEYANCER:**

PRESTIGE CONVEYANCING SERVICES

PO Box 705 Pascoe Vale 3044

T: 8307 5399 R: NA:230921

E: natalie@prestigeconveyancing.com.au

PURCHASER:

**PURCHASER'S LEGAL PRACTITIONER
OR CONVEYANCER:**

LAND: (general conditions 3 and 9)

The land is described as Lot 1 on
proposed Plan of Subdivision No. 914254W and
being part of the land contained in
Certificate of Title Volume 9285 Folio 904

PROPERTY ADDRESS:

**LOT 1, 13 SHAWLANDS DRIVE, TULLAMARINE,
VICTORIA 3043**

GOODS SOLD WITH THE LAND

(general condition 2.3(f))

ALL FITTINGS AND FIXTURES OF A PERMANENT
NATURE AS INSPECTED

PAYMENT (general condition 11)

Price \$

Deposit \$

Balance \$

10% payable on signing (of which \$_____ has been paid)

payable at settlement

SETTLEMENT (general condition 10)

Is due on the later of: _____ **202**
OR 14 days after the Vendor gives notification to the
Purchaser of registration of the Plan of Subdivision;
OR 14 days after the Vendor gives notification to the
Purchaser of the issue of the Occupancy Permit.

GST (general condition 13)

The price includes GST (if any) unless the words “plus GST” appear in this box

If this sale is a sale of land on which a “farming business” is carried on which the parties consider meets the requirements of section 38-48 of the **GST Act** or of a “going concern” then add the words “**farming business**” or “**going concern**” in this box

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

Margin Scheme

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words “subject to lease” appear in this box

TERMS CONTRACT (general condition 23)

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

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

Special conditions

LOAN (general condition 14)

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

Lender: _____

Loan amount: _____ **Approval date:** _____

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

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

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

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

9.5 The contract will be at an end if:

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or

- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 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 do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following definitions apply unless the context requires otherwise.

Approval Date means 6 months from the Day of Sale.

Authority includes any government in any jurisdiction, whether federal, state, territorial or local, any provider of public utility services, whether statutory or not and any other person, authority or body having jurisdiction, rights, powers, duties or responsibilities over the Property or any part of it.

Builder means a builder who is registered as a builder under the *Building Act 1993*.

Building means the structure erected on the Land and, where appropriate, any other improvements erected on the Land.

Building Contract means the Contract for construction of the building entered into by the Vendor with its Builder.

Building Plans means the plans and specifications for the building as annexed hereto.

Business Day means a day which is not a Saturday, Sunday or a public holiday in metropolitan Melbourne.

Claim includes any and all actions (including but not limited to delaying settlement and/or withholding part of the monies still owed to the Vendor under this Contract), claims, notices, proceedings, judgements, demands, losses, costs, charges, payments and expenses, however arising, whether present or future unascertained, immediate, future or contingent and whether at law, in Contract or in equity.

Contaminant means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents risk of harm to human health or any other aspect of the environment (including asbestos).

Day of Sale is the date by which both parties have signed this Contract of Sale.

Deposit means the deposit specified in the Particulars of Sale.

FIRB means the Foreign Investment Review Board.

Goods means the chattels to pass with the Property at settlement.

Guarantee means the form of guarantee as annexed to this Contract of Sale.

Guarantor has the meaning given in a guarantee in the form of the guarantee.

Land has the meaning given in the Particulars of Sale.

Law means the requirements of all statutes, rules, regulations, proclamations, ordinances or by-laws and any orders, directions or notices of any Authority.

Major Domestic Building Contract has the same meaning given to the term in the Domestic Building Contracts Act 1995.

Occupancy Permit means a permit issued under Section 39 of the *Building Act 1993*.

Parent Property means the land from which the land hereby sold has been created.

Particulars of Sale means the Particulars of Sale set out in this Contract of Sale.

Plan means the registered Plan of Subdivision referred to in the Particulars of Sale and a copy of which is attached to the Vendor's Statement.

Planning Permit means any planning permit issued under the planning scheme, a copy of which is annexed to the Vendor's Statement (if applicable).

Property means the Land (including the Building) and the Goods.

Proposed Plan of Subdivision means the Plan as annexed hereto of which is unregistered as at the Day of Sale.

Representatives means in relation to a person or entity, its officers, employees, agents, advisers and financiers.

Restrictive Covenant means the Restrictive Covenant in the form attached to the Vendor's Statement (if any).

Services means all water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities.

Settlement means the completion of the sale and purchase of the Property under this Contract of Sale.

Settlement Date means the date on which Settlement is due as specified in the Particulars of Sale (or varied by agreement between the parties).

Vendor's Statement means the statement given to the Purchaser by the Vendor or the Vendor's agent pursuant to Section 32 of the Sale of Land Act 1962 (Vic).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

- (a) Mentioning anything after includes or including does not limit what else may be included. The following rules of interpretation apply unless the context requires otherwise.
- (b) The singular includes the plural and conversely.
- (c) A gender includes all genders.
- (d) Unless otherwise stated one provision does not limit the effect of another.
- (e) A reference to Solicitor or Conveyancer includes a party's representative if named in this Contract or confirmed as acting.
- (f) A reference to this Contract includes any amendment or variation of it from time to time, except to the extent prohibited by this Contract of Sale.

1.3 Severance

Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent

of the prohibition or unenforceability, but the validity or enforceability of the remaining provisions of this Contract will not be affected.

1.4 Further assurances

Each party to this Contract must sign and execute all documents and do all things as may be reasonably required to be done by the party to give effect to this Contract and the transactions contemplated by it.

1.5 References to disclosure

In this Contract, a reference to a document, information, matter or thing having been disclosed to the Purchaser includes anything which has been provided to or made available for inspection by the Purchaser including but not limited to tenancy agreements if applicable to the Property whether or not the Purchaser has actually inspected or examined the relevant document, information, matter or thing.

1.6 Joint and several liability

If there is more than one Vendor and Purchaser, the liability of the Vendors or the Purchasers, as the case may be, is joint and several.

1.7 Time

If any date fixed by this Contract for the payment of monies or for the performance of any obligation, all moneys must be paid or the obligation performed by 4pm on the date fixed otherwise the payment or performance will be taken to have occurred on the next Business Day after the date when the payment or performance takes place and the Purchaser will be taken to have made default in the payment or performance of its obligations under this Contract on the due date.

1.8 Entire Agreement

This Contract contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representation, warranties, covenants, conditions, agreement or understandings (collectively **Conduct**) relied upon by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. No party has relied on or is relying on any other Conduct in entering into this Contract and completing the transactions contemplated by it.

1.9 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Contract does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or future exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

2. Amendments to General Conditions

The General Conditions are amended as follows:

- (a) General Condition 7, 8, 17, 24.4-24.6 & 26 are deleted from this Contract of Sale; and
- (b) General Condition 14.2 (c) is varied:-
 - (i) to remove the provision of the Purchaser having a further 2 business days beyond the approval date to secure finance, any request for an extension to the finance approval date must be received by 5.00pm on the approval date; and
 - (ii) that the Purchaser must provide a letter of decline from a lender with their notice to end this Contract.

and the Purchaser acknowledges that the General Conditions incorporate such amendments.

3. Acknowledgments

3.1 Disclosure

The Purchaser acknowledges receiving the Vendor's Statement prior to the signing of this Contract or any other documents relating to this sale.

3.2 Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor or the Vendor's estate agent (or any person acting on behalf of the Vendor or Vendor's estate agent) in relation to obtaining a loan for the purchase of the Land.

3.3 Auction Sale

If the land is offered for sale by public auction, it will be subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those rules.

3.4 Time of the essence

The Purchaser agrees time remains of the essence of this Contract under General Condition 16.1 despite any extension of time (expressed or implied) granted by the Vendor.

3.5 Duties Online and Transfer of Land

The Purchaser's Legal Representative will ensure that the Transfer of Land is in preparation and the Duties Online invitation is accepted and completed at least seven (7) days prior to the date set for settlement. Should the Purchaser's Legal Representative fail to do so the Purchaser shall be deemed to be in default under this Contract of Sale and a late administration fee of \$220.00 may be due and payable to the Vendor's Legal Representative on settlement.

4. Condition of Land

4.1 Purchaser's inspections

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Land and the goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the purpose for which the Land may be lawfully used and any restrictions or prohibitions relating to its development;
- (c) the Land and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale; and
- (d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Land or the Goods.

4.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the land may be subject to, or require compliance with, any Law. Any failure to comply with any Law will not and will not be deemed to constitute a defect in title nor affect the validity of this Contract of Sale. The Purchaser shall not be entitled to make Claim against the Vendor with respect to this special condition 4.2

4.3 Planning

The Purchaser buys the Land subject to:

- (a) any Laws affecting the Land;
- (b) any restriction or condition affecting or imposed on the Land or its use or development (including any restriction imposed by an Authority and any restriction imposed under any Planning Permit, approval or agreement); and
- (c) the applicable planning scheme and any other relevant planning controls.

4.4 No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 4.

5. Services

The Purchaser may not make any Claim, nor require the Vendor to take any action in relation to:

- (a) the nature, location, availability (or lack of) any service including but not limited to any meters which are located within the land hereby sold that may or may not belong to them;
- (b) any implied easements under Section 12 (2) of the Subdivision Act 1988;
- (c) any defects in any services;
- (d) the service being joint with any other land or building;
- (e) any service installed without the approval by an Authority; and
- (f) the location of any sewer, vent or manhole located on the Land.

6A – GST Withholding

6A GST WITHHOLDING

- 6A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6A.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.3 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.
- 6A.4 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 special condition; and
 - (b) ensure that the representative does so.

6A.5 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 special 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 special 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.

6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6A.7 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 settlement system described in special condition 6A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, 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.

6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

6A.9 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.

6A.10 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.

6A.11 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 the vendor's failure, including breach of a warranty in special condition 6A.10 ; 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.

6A.12 This special condition will not merge on settlement.

7. Foreign Investment

7.1 Purchaser warranty

If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval from the Foreign Investment Review Board to enter into this Contract it warrants that it has already obtained such approval.

7.2 Indemnity

If the Purchaser is in breach of special condition 8.1 the Purchaser will forever keep the Vendor indemnified against any loss which the Vendor suffers as a result of the Purchaser failing to fulfil its obligations under the Contract as a result of the breach of warranty contained in 8.1.

8. Default

8.1 Interest

In the event of a default by the Purchaser under this Contract for payment of any moneys due then interest at a rate of eight (6) per cent higher than the rate fixed under the *Penalty Interest Rate Act 1983* shall be paid on demand by the Purchaser to the Vendor. The Purchaser may not request the Vendor to complete settlement of this matter unless all interest payable under this Contract is paid at settlement.

8.2 Payments on default

Without limiting the generality of General Condition 28 if the Purchaser is deemed to be in default under this Contract, the Purchaser shall be liable to pay to the Vendor on demand (notwithstanding that the Purchaser may not have been aware as at the Day of Sale the particular consequences which may flow from a delay in Settlement; and that such damages could not have reasonably been foreseen by the Purchaser):

- (a) all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;

- (b) interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
- (c) accommodation expenses necessarily incurred by the Vendor;
- (d) legal costs and expenses as between the Vendor's representative and the Vendor including but limited to re-booking settlement if such organised settlement failed to be effected; and
- (e) any other penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;

8.3 Remedy of default

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

- (a) the Purchaser remedies the relevant default;
- (b) the Purchaser pays all expenses incurred by the Vendor as a result of the default including, but not limited to:
 - (i) legal costs and disbursements incurred in drawing and giving the notice and any advice and attendances;
 - (ii) all additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
 - (iii) payment by the Purchaser of interest pursuant to this Contract.

9. Notices

Any notice, demand, consent or other communication ("Notice") given or made under this Contract must:

- (a) be in writing;
- (b) be addressed and delivered to the intended recipient at the address, email address or fax number set out in the Particulars of Sale (or the address, email address or fax number last notified by the intended recipient to the sender after the Day of Sale); and
- (c) be conclusively taken to be duly given or made when delivered, received or left at the fax number of address referred to in paragraph (b). If delivery or receipt occurs on a day that is not a Business Day or is later than 5.00pm (Melbourne time) it will be deemed to be given or made on the next Business Day.

10. Entire Contract

10.1 Acknowledgement

The Purchaser warrants that unless otherwise notified in writing:

- (a) The Purchaser has not relied upon any information, representation or warranty (express or implied) provided by or made by the Vendor, the Vendor's estate agent or Vendor's Legal Representative, including but not limited to:
 - (i) any use (whether present or in the future) which the land may be used or the fitness of the land for any purpose;
 - (ii) any suitability of the land for subdivision purposes;
 - (iii) compliance with any laws affecting the land or any Buildings contained within the land;
 - (iv) as to the existence or non-existence of any Contamination; and
 - (v) the possible financial return or income which the Property may yield.
- (b) No information, representation or warranty (express or implied) provided by the Vendor, the Vendor's estate agent or the Vendor's Legal Representative was provided to the Purchaser with

- the intention or knowledge that it would be relied upon by the Purchaser and in fact the Purchaser has signed this Contract as a result of its own inspections and enquiries;
- (c) The Purchaser may not make Claim against the Vendor for any matter or thing arising from:
- (i) any actual or alleged representation or warranty given; and
 - (ii) any actual or alleged agreement which is not embodied within this Contract.

10.2 Warranties

The Purchaser represents and warrants that from the Day of Sale and up to the Settlement Date that:

- (a) if the Purchaser is a company, it is limited by shares under the Corporations Act;
- (b) this Contract constitutes binding obligations, enforceable against the Purchaser; and
- (c) the Purchaser has full legal capacity and power to enter this Contract and perform its obligations under this Contract;

10.3 No Claims

The Purchaser may not make any Claims on the basis of anything arising from or in relation to special condition 10.1 of this Contract.

11 General

11.1 Applicable law

This Contract is governed and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

11.2 Amendment

This Contract may only be amended or replaced by another document if in writing and signed by the parties and/or provided in writing by that persons representative.

11.3 Continuing obligations

The provisions of this Contract that have the capability of having effect following settlement do not merge on completion of this Contract but continue to have full force and effect.

11.4 Co-Operation

Each party to this Contract must do anything (including but not limited to signing documentation) in order to give effect to this Contract and the transaction contemplated by it.

12 Vendor's right to Mortgage and assign

The Vendor reserves the right to mortgage the land hereby sold and also the right to assign, transfer and charge its right title and interest in this Contract to a third party for any reason whatsoever prior to the Settlement Date. The Purchaser agrees and consents to execute any documentation as may be reasonably required by the Vendor to effect such mortgage, assignment, transfer or charge over the property.

13 Unregistered Plan of Subdivision

15.1 Acknowledgement

The Purchaser acknowledges that as at the Day of Sale the Proposed Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be). The Vendor shall at its own cost and expense use its best endeavours to procure registration of the Proposed Plan of Subdivision as soon as

practically possible.

15.2 Approval

The Purchaser acknowledges that:

- (a) this Contract is subject to and conditional upon the certification of the Proposed Plan of Subdivision by the relevant municipality and registration of the Proposed Plan of Subdivision by the Registrar of Titles by the Approval Date. Notwithstanding that the Vendor may (in its absolute discretion) extend the Approval Date by a further six (6) months ("the Extended Approval Date") if such extension is required. Such request for an extension must be in writing to the Purchaser's Representative; and
- (b) If the Proposed Plan of Subdivision is not registered by the Approval Date and/or the Extended Approval Date either party may at any time after the expiration avoid this Contract by giving written notice to the Vendor's Legal Representative. If the Purchaser avoids this Contract pursuant to this special condition, the deposit paid by the Purchaser shall be refunded. The Purchaser shall not be entitled to make Claim against the Vendor for any compensation in respect of any costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out of the transaction evidenced by this Contract. If the Vendor elects to avoid this Contract pursuant to this special condition then the parties agree that:-
 - (i) the vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
 - (ii) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
 - (iii) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - (iv) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

15.3 Variation

The Vendor reserves the right to make any alteration to the Proposed Plan of Subdivision which may be necessary to obtain certification of the Proposed Plan of Subdivision and registration by the Registrar of Titles and provided the Purchaser is not materially affected (in the Vendor's sole opinion) the Purchaser shall not make any Claim or objection arising out of any such alteration. Furthermore, the Purchaser agrees to make no Claim in respect of any minor variation or discrepancy between the dimensions and position of the lot or lots as hereby sold on the Proposed Plan of Subdivision once such Proposed Plan of Subdivision is approved by the Registrar of Titles.

15.4 Claim

In the event of the Purchaser claiming that any proposed amendment (if any) to the Proposed Plan of Subdivision materially affects the Land hereby sold and purports to rescind this Contract, the Vendor shall have the right within fourteen (14) days of receiving such notice of avoidance from the Purchaser to dispute that any such proposed amendment does not materially affect the Land and refer the matter to an Arbitrator for determination.

15.5 Onerous conditions

If any requirement imposed in relation to the certification and registration of the Proposed Plan of Subdivision is, in the sole opinion of the Vendor too onerous for the Vendor to perform or if certification and registration of the Proposed Plan of Subdivision is refused the Vendor may avoid this Contract. The Purchaser shall be entitled to a refund of the deposit paid however shall not be entitled to make Claim against the Vendor for any compensation in respect of any costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out of the transaction evidenced by this Contract.

15.6 Caveat

The Purchaser must not lodge a Caveat in the Office of Titles in respect of the title to the whole or any part of the Land over which it is proposed to lodge the Proposed Plan of Subdivision and the Purchaser, by execution of this Contract, irrevocably appoints the Vendor and each director of the Vendor and the Vendor's Representative as the joint and several lawful attorneys of the Purchaser to withdraw any such Caveat or other obstructive dealing or process regardless of any rescission of this Contract by either party. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach of this special condition 15.6.

16. Adjustment

18.1 Acknowledgement

The parties understand and agree that:

- (a) if the Property is not separately assessed in respect of any outgoings as at the date of registration of the Proposed Plan of Subdivision the rates shall be borne in the same proportion as the lot liability of the Property as it bears to the total liability of all the Property affected by the Plan of Subdivision (or on an area basis if applicable);
- (b) if the State Revenue Office issue a separate land assessment for the lot hereby sold the parties agree that adjustment of land tax at settlement is to be calculated on the basis of the proportional tax noted on the land tax assessment or Land Tax Certificate and not on the single holding basis (irrespective of what the attached Land Tax Certificate shows); and
- (c) if requested the Purchaser shall produce such statutory certificates as issued to them to support the Statement of Adjustments submitted for approval.
- (e) The Statement of Adjustments must be prepared by the Purchaser and delivered to the Vendor's Legal Representative at least five (5) business days prior to the date fixed for Settlement together with all relevant searches used to calculate the adjustments. In the event of a breach of this special condition 18.1 (e) the Purchaser may be liable for a late administration fee of \$220.00 payable to the Vendor's Legal Representative's office payable on settlement and the Purchaser shall also be deemed to be in default under the Contract of Sale. In addition to payment of the late administration fee the Vendor may at its option also elect to complete Settlement of this Contract at the expiration of five (5) business days from the date the Adjustments and certificates are received, at which time the Purchaser shall be deemed to be in default under this Contract and must pay to the Vendor default interest from the date fixed for Settlement to the expiration of the fifth (5th) business day when Settlement actually occurs.

GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

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

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

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ **2023**

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)
_____ witness

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)
_____ witness

Sale of Land Regulations 2014

SCHEDULE 1

GENERAL 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 auction.
6. In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. 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.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

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	13 Shawlands Drive, Tullamarine 3043	
Vendor's name	Domenico Miano	Date / /
Vendor's signature	DocuSigned by: <i>Domenico Miano</i> 0B93C99CB352456... 11/10/2023	
Vendor's name	Christine Anne May Miano	Date / /
Vendor's signature	DocuSigned by: <i>Christine Anne May Miano</i> CB2030424A1E42D... 11/10/2023	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

1.1.1 the Purchaser's proportion of outgoings at settlement and land tax will be calculated from the day of sale in accordance with the proportion that the area of the lot bears to the total area shown of all lots on the Plan in respect of which the outgoings are assessed; and 1.1.2 Upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property. Total outgoings the Purchaser will be liable for after settlement of the Property (after settlement adjustments) do not exceed \$2,000 to \$6,000 per annum

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

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.

- a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

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.)

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

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)

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

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

Page 1 of 1

VOLUME 09285 FOLIO 904

Security no : 124109416881L
Produced 28/09/2023 03:37 PM

LAND DESCRIPTION

Lot 87 on Plan of Subdivision 126019.
PARENT TITLE Volume 09260 Folio 631
Created by instrument LP126019 25/08/1978

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTINE ANNE MAY MIANO
DOMENICO MIANO both of 13 SHAWLANDS DRIVE TULLAMARINE VIC 3043
AS995387Q 17/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT H620163 27/07/1979

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

DIAGRAM LOCATION

SEE LP126019 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: 13 SHAWLANDS DRIVE TULLAMARINE VIC 3043

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	H620163
Number of Pages (excluding this cover sheet)	4
Document Assembled	28/09/2023 15:39

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JOHN RAVANESCHI & CO.

H620163

***73.00 M RT T

0163

2-6 220241 27-JUL-7 VICTORIA

REGD

TRANSFER OF LAND

COSTAIN AUSTRALIA LIMITED of 147 Eastern Road South Melbourne being registered or entitled to be registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of THIRTY THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$30,750.00) paid to it DOTH HEREBY TRANSFER to GEORGE VIOLA Builder and PATRICIA MARGARET VIOLA Married Woman both of 199 Mascoma Street Strathmore Heights all its estate and interest in all those pieces of land being Lots 57 and 87 on Plan of Subdivision No.126019 Parish of Tullamarine and being ~~part of~~ the land more particularly described in Certificates of Title Volume 9285 Folios 874/ AND the said George Viola and Patricia Margaret Viola with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every Lot on the aforesaid Plan of Subdivision (other than the Lot hereby transferred) and that the burden of this covenant shall be annexed to and run at law and in equity with the land hereby transferred and every part DO HEREBY for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred or any part thereof and as separate covenants COVENANT with the said COSTAIN AUSTRALIA LIMITED and its assigns and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that the said George Viola and Patricia Margaret Viola their heirs executors administrators and transferees the registered proprietor or proprietors of the land hereby transferred will not at any time -

- (a) erect or construct or permit to remain erected or constructed on the Lot hereby transferred any dwelling house or other building of which less than fifty per cent of the external walls (excluding windows, doors and gables)

A memorandum of the within instrument has been entered in the Register Book.



0H620163-1-9



CAVEAT

VICTORIA STATE GOVT

JUL-2017 761784 03224

LEEDS ***616-00

8-616-

Handwritten signature/initials

Handwritten number 173

are constructed of any material other than brick, brick
veneer or stone

AND IT IS INTENDED that the above covenant shall appear as an
encumbrance on the Certificate of Title to issue in respect of
the said land and run with the land hereby transferred.

DATED this 20th day of July One thousand nine
hundred and seventy-nine.

THE COMMON SEAL of COSTAIN

AUSTRALIA LIMITED was hereto
affixed in accordance with its
Articles of Association in the
presence of:



[Signature]
DIRECTOR

[Signature]
SECRETARY

SIGNED in Victoria by the said

GEORGE VIOLA and PATRICIA

MARGARET VIOLA in the presence

of:

[Signature] X
[Signature] X

[Signature]

ENCUMBRANCES REFERRED TO

As to any land colored blue: Any Easements implied under
Section 98 of the Transfer of Land Act.



DH620163-2-5

. DATED

1979

COSTAIN AUSTRALIA LIMITED

- to -

G. & P. M. VIOLA

TRANSFER OF LAND

JOHN RAVANESCHI & CO.,
Solicitors,
272 Keilor Road,
NORTH ESSENDON, 3041



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP126019
Number of Pages (excluding this cover sheet)	3
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PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 2
PORTION 4
PARISH OF TULLAMARINE
COUNTY OF BOURKE

APPROVED 20/6/78
COLOUR CONVERSION
BLUE = E-1
BROWN = R1

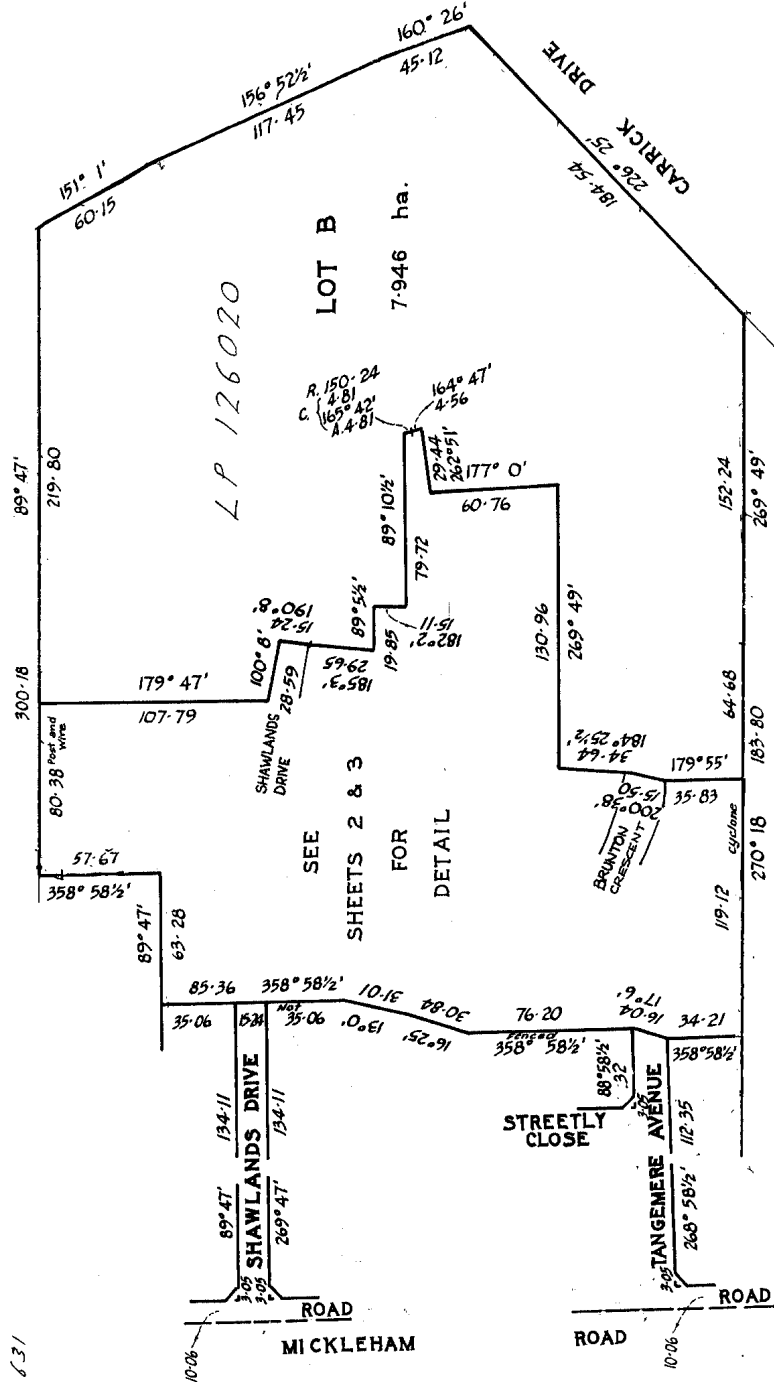
LP126019
EDITION 1

CHART 13



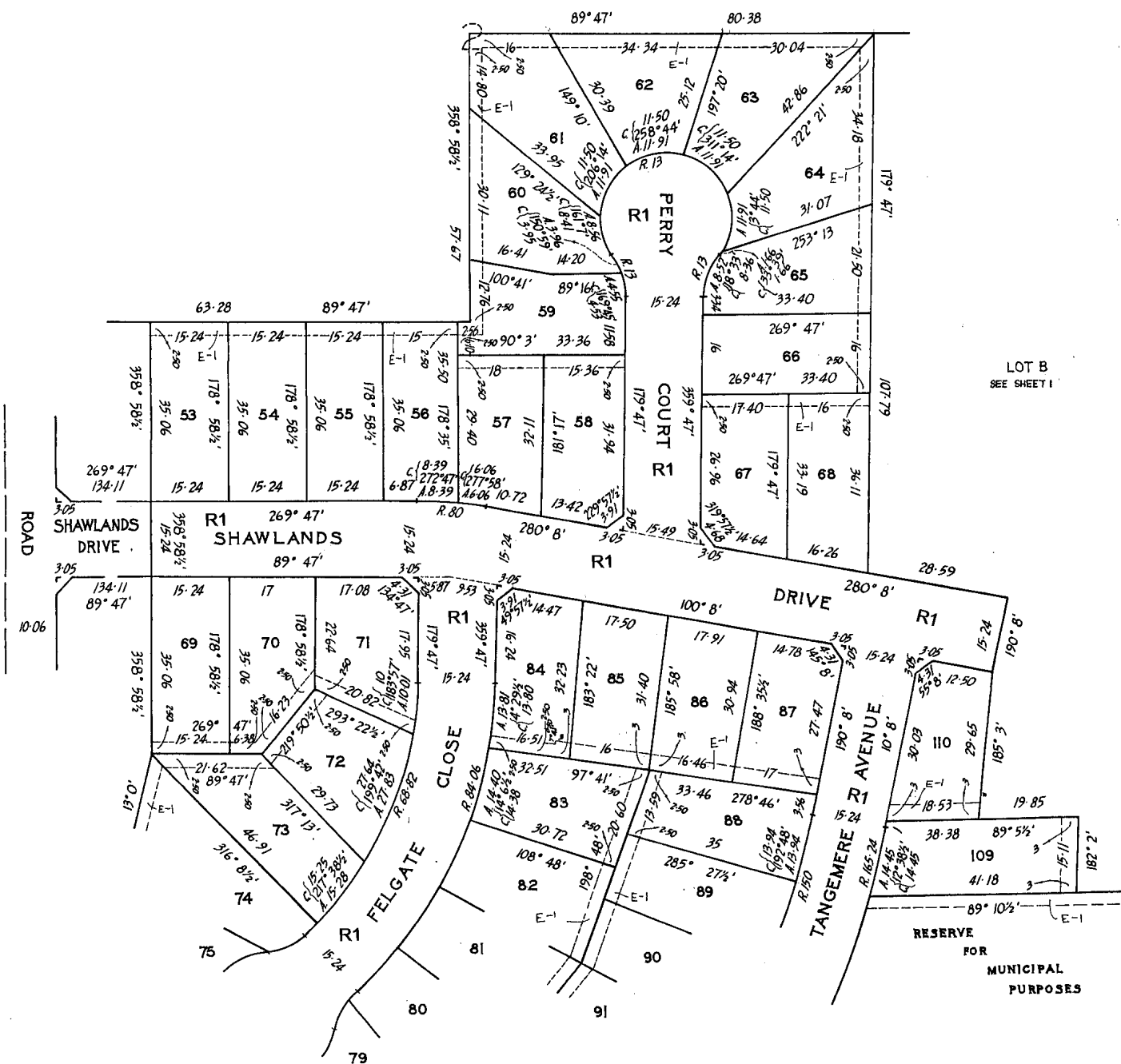
Vol. 9260 Fol. 631

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.



Sheet 1 of 3 Sheets.

LP126019

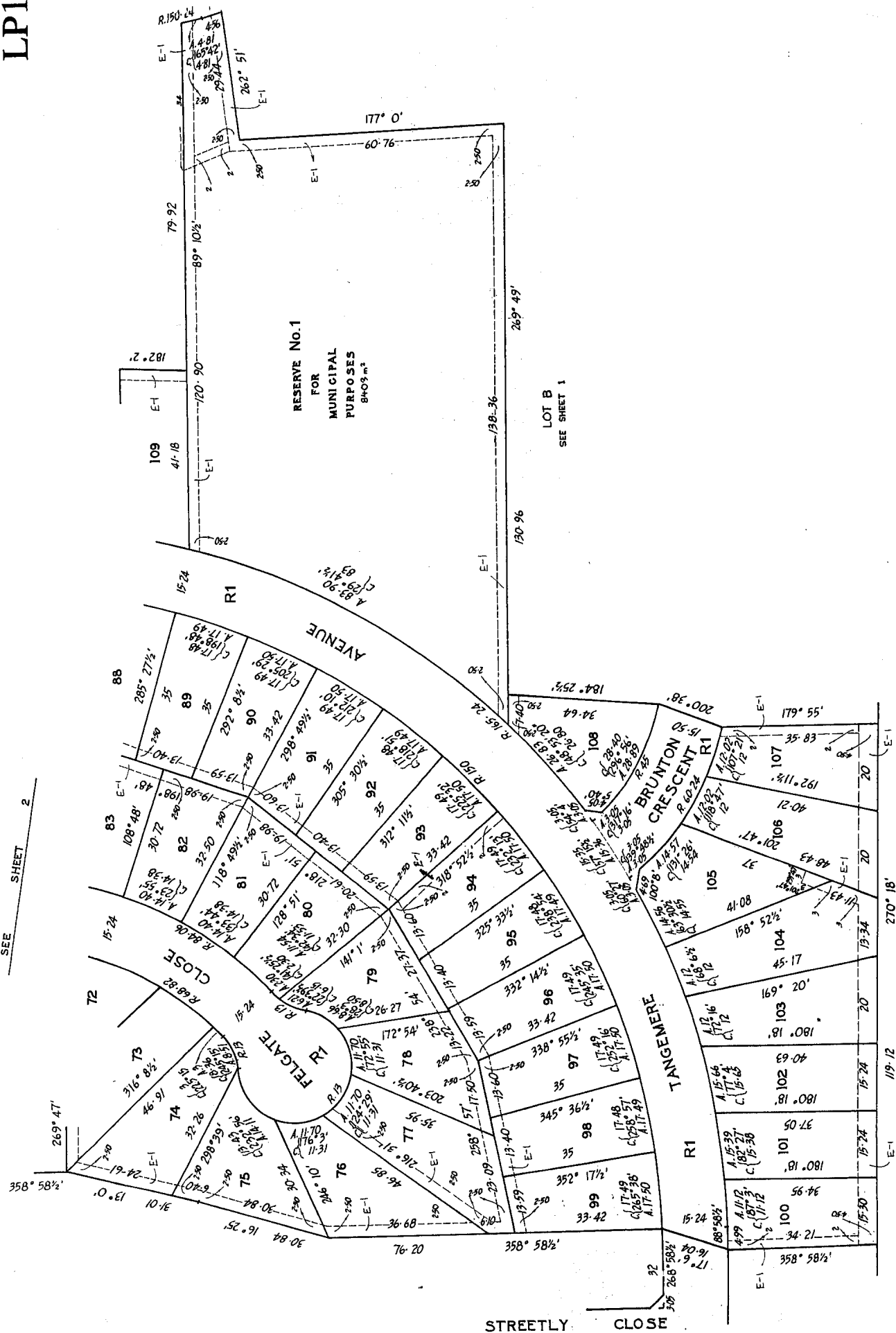


SEE SHEET 3

Sheet 2 of 3 Sheets.

LP126019

SEE SHEET 2



Sheet 3 of 3 Sheets.

PLAN OF SUBDIVISION			LRS USE ONLY	EDITION	PLAN NUMBER	PS 914254 W
LOCATION OF LAND PARISH: Tullamarine TOWNSHIP: SECTION: CROWN ALLOTMENT: 2 (Part) CROWN PORTION: 4 TITLE REFERENCES: Vol. 9285 Fol. 904 LAST PLAN REFERENCE/S: LP126019 Lot 87 POSTAL ADDRESS: 13 Shawlands Drive, (At time of subdivision) Tullamarine, Vic. 3043 MGA-2020 Co-ordinates E 313440 (of approx centre of land in plan) N 5825585 ZONE: 55			COUNCIL CERTIFICATION AND ENDORSEMENT			
VESTING OF ROADS AND/OR RESERVES						
IDENTIFIER		COUNCIL/BODY/PERSON				
Nil		Nil				
NOTATIONS						
DEPTH LIMITATION: DOES NOT APPLY STAGING: This is not a staged subdivision. Boundaries shown by continuous thick lines are defined by buildings. Location of boundaries defined by buildings:- Median - Boundary marked 'M'. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) - PM 145 PROCLAIMED SURVEY AREA -						
EASEMENT INFORMATION						
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)						
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN						
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of		
E-1 E-1 E-1,E-2	Drainage and sewerage Drainage Sewerage	3m 3m See plan	LP 126019 This plan This plan	All lots on LP 126019 Hume City Council Yarra Valley Water		
REF 17194 A		ORIGINAL SHEET SIZE A3		SHEET 1 OF 2 SHEETS		
jREdwards LAND SURVEYORS 59 Fletcher Street, Essendon, 3040 Ph: 9370 2209 Fax: 9370 1102 P.O.Box 165 Essendon 3040 Email: jredwardslandsurveyors@gmail.com Web: www.jredwardslandsurveyors.com.au		LICENSED SURVEYOR David Sidley VERSION 3				

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jREdwards LAND SURVEYORS 59 Fletcher Street, Essendon, 3040 Ph: 9370 2209 Fax: 9370 1102 P.O.Box 165 Essendon 3040 Email: jredwardslandsurveyors@gmail.com Web: www.jredwardslandsurveyors.com.au SCALE 20246810 LENGTHS ARE IN METRES		jRE		
		ORIGINAL SHEET SIZE A3	REF 17194 A	SHEET 2
		LICENSED SURVEYOR David Sidley	VERSION 3	

PLANNING PERMIT



Permit No.: P23556
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot 87 LP 126019 Vol 9285 Fol 904),
13 SHAWLANDS DR
TULLAMARINE VIC 3043

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

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

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the use and/or development starts, plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the advertised plans (prepared by Eminent Designs, Revision C) but modified to show:
 - a. The bathroom windows on the upper levels of both dwellings (internal elevations south and north) treated with obscure glazing or modified to have a sill height of at least 1.7m above the floor level.
 - b. A notation that the street tree located in the Tangemere Avenue Road reserve adjoining the proposed crossover is to be removed and replaced at the cost of the developer.
2. The development as shown on the endorsed plans or described in the endorsed documents must not be altered or modified except with the written consent of the Responsible Authority.
3. Once the development permitted by this permit has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.

Date issued:**08 October 2021**

Signature for the responsible authority:

A handwritten signature in blue ink, appearing to read 'D. King', written over a horizontal line.

PERMIT NO: P23556**Sheet 2 of 4**

4. Before the use allowed by this permit starts or the development is occupied, landscaping works as shown on the endorsed plan(s) must be completed to the satisfaction of the Responsible Authority.
5. The development permitted by this permit must not in the opinion of the Responsible Authority adversely affect the amenity of the locality.
6. Outdoor lighting must be designed, baffled and located to the satisfaction of the Responsible Authority such that no direct light is emitted outside the boundaries of the subject land.
7. Any equipment required for refrigeration, air-conditioning, heating and the like must be located on the subject land or premises and/or must be suitably insulated for the purpose of reducing noise emissions, to the satisfaction of the Responsible Authority.
8. All external materials, finishes and paint colours are to be to the satisfaction of the responsible authority.
9. All external cladding and roofing of the buildings hereby permitted must be of a nonreflective nature and must be coloured or painted in muted shades or in colours satisfactory to the Responsible Authority.
10. Any new fencing required as part of this development is to be constructed at the owner/developer's cost.
11. Finished floor levels must not be altered without the consent of the responsible authority.
12. Prior to the occupation of the dwellings hereby approved, the stormwater management solutions shown on the approved Plans must be installed and maintained to the satisfaction of the Responsible Authority.
13. Stormwater from all paved area must be retained within the property and drained to the site's underground stormwater system.
14. A separate underground drainage system is to be designed to cater for each dwelling and connect to the legal point of discharge for the site. An additional legal point of discharge for a 2nd dwelling may be requested.
15. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during and after development.
16. Any cut or fill must not interfere with the natural overland stormwater flow.
17. The whole of the subject land, including any landscaped and paved areas, must be graded and drained to the satisfaction of the Responsible Authority so as to prevent the discharge of stormwater causing damage/nuisance from the subject land across any road or footpath or onto adjoining land. All stormwater storage tanks must have the overflow pipe connected to the legal point of discharge.

Date issued: 08 October 2021***Signature for the
responsible authority:***

PERMIT NO: P23556**Sheet 3 of 4**

18. Areas set aside for the parking of vehicles together with the aisles and access lanes must be properly formed to such levels that they can be utilised in accordance with the endorsed plan(s) and must be drained and provided with an all-weather seal coat. The areas must be constructed, drained and provided and maintained in a continuously useable condition to the satisfaction of the Responsible Authority.
19. Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be made available for such use and must not be used for any other purpose.
20. No street trees are to be removed or relocated as part of this development without the prior written approval of the Responsible Authority. Any street trees approved to be removed and/or replaced are to be removed and/or replaced by Council at the owner's or developer's expense.
21. This permit will expire if one of the following circumstances applies:
 - the development is not started within three years of the date of this permit; or
 - the development is not completed within six years of the date of this permit.

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

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

or

- within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

NOTES

- If a request for an extension of commencement/completion dates is made out of time allowed by Condition 21, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.
- Any modifications to existing vehicle crossing require an application for a 'Consent to Dig in the Road Reserve' permit for a vehicle crossing is to be submitted to Council for approval. A copy of the Council endorsed plan showing all vehicle crossing details is to be attached to the application. Any service relocations are to the approval of the Service Authority and at the owners cost.
- An "Application for Legal Point of Stormwater Discharge" is required to be submitted to Council prior to connection to the drainage system
- The internal stormwater drainage design must be approved by a relevant Building Surveyor under the Building Regulation 2006, Reg. 610.
- Any service relocation associated with the works are to be approved by the Service Authorities and at the owner's cost.
- Prior to commencement of any works within the road reserve or require alteration/connection to the Council's drainage assets in the road reserve, an 'Application form for Consent to work within a Hume City Council Road Reserve' is required to be submitted to Council to obtain a permit to carry out the works.
- Any structure built over an easement requires Council and relevant service authorities approval.

Date issued: 08 October 2021

**Signature for the
responsible authority:**



PERMIT NO: P23556**Sheet 4 of 4****IMPORTANT INFORMATION ABOUT THIS PERMIT****WHAT HAS BEEN DECIDED?**

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

- (a) The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- (b) An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- (c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- (d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- (e) An application for review must state the grounds upon which it is based.
- (f) A copy of an application for review must also be served on the responsible authority.
- (g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Date issued: 08 October 2021**Signature for the
responsible authority:**

Building Permit

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



Permit No: BS-U 1301 4080000424935

Issued To - AGENT

Name: Domenic Miano
 Postal Address: 13 Shawlands Drive TULLAMARINE, VIC 3043
 Email: mdc_03@msn.com

Address for Serving or Giving of Documents

Address: 13 Shawlands Drive TULLAMARINE VIC 3043
 Contact Person: Domenic Miano
 Phone: 0408 299 969

Ownership Details

Name: Christine Anne May & Domenic Miano
 Postal Address: 13 Shawlands Drive TULLAMARINE, VIC 3043
 Email: mdc_03@msn.com
 Contact Person: Christine Anne May & Domenic Miano
 Phone: 0408 299 969

Property Details

Address: Lot (87) 13 Shawlands Drive TULLAMARINE VIC 3043
 Title Details: LP/PS: LP126019, Vol: 09285, Folio: 904
 Municipal District: Hume City Council

Builder

Name: Domenic Miano
 Phone: 0408 299 969
 Registration No. DB-U 6185
 Postal Address: 13 Shawlands Drive TULLAMARINE, VIC 3043

This builder is specified under section 24B(6) of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Edwin Hammink	Professional Engineer	PE 00001923
Thanh Vuong	Professional Engineer	PE 0000179
Vito Caserta	Draftsperson - Architectural	DP-AD 1041

Details of Relevant Planning Permit

Planning permit No.: P23556
 Date of grant of planning permit: 8/10/2021

Nature of Building Work

Construction of Two Dwellings and Associated Garages

Version of BCA applicable to Permit:	BCA 2019 Volume 2 Amendment 1
Stage of building work permitted:	All
Total floor area of new building work in m2:	243.9
Cost of building work (this stage):	\$533,400
Cost of building work (all stages):	\$533,400

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Two Attached Dwellings	1a(b)
Construction of	Associated Garages	10a

Performance Solutions

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

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.3.1 Spread of fire	Rationalised fire resistant construction of First Floor external walls (and associated opening) of Dwelling 1 and 2 located within 1.8 m of another unit.
2	P2.3.1 Spread of Fire	Alternative method of protection for eaves located within 450 mm of future allotment boundary and 900 mm of another building on the same allotment.
3	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Masterwall M-Series Insulated Cladding Systems to the external walls of the building.
4	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Axon Cladding to the external walls of the building.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Council	Point of discharge of storm water	reg. 133(2)

Protection Work

Protection work is required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory notification stages are -

- Pre Slab
- Steel
- At completion of framework
- At completion of all building work

Occupation or Use of Building

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

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 30/06/2023.

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

This building work must be completed by 30/06/2024.

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

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Truss/Floor computations and layouts to be submitted for approval prior to the frame inspection.
2	The dwelling is to be protected from Termites in accordance with AS3660.1
3	Fence is excluded from this permit, until Regulation 92 R&C is obtained and provided to the RBS, for the amendment to the building permit to occur.

Relevant Building Surveyor

Name: Philip Watt
ACN: 123 456 789
Address: Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040
Email: info@bspmelb.com.au
Building practitioner registration no.: BS-U 1301

Permit No.: BS-U 1301 4080000424935
Date of Issue of Permit: 30/06/2022

Signature:



Terms and Conditions

1. Role of BSP Melbourne Pty Ltd

1.1 Professional Standard of Care

In performing the Services, BSP Melbourne Pty Ltd shall:

- (a) exercise the degree of reasonable skill, care and diligence;
 - (b) and maintain the ethical standards;
- normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services

If BSP Melbourne Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to BSP Melbourne Pty Ltd for Services

2.1 Client to Make Payment

In consideration of the promise by BSP Melbourne Pty Ltd to perform the Services, the Client promises to pay to BSP Melbourne Pty Ltd the fees and the expenses as set out in **BSP Melbourne Pty Ltd's Letters**.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by BSP Melbourne Pty Ltd, BSP Melbourne Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of BSP Melbourne Pty Ltd, if the Client fails to pay all monies as and when due, BSP Melbourne Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by BSP Melbourne Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify BSP Melbourne Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by BSP Melbourne Pty Ltd, then the Client shall pay to BSP Melbourne Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by BSP Melbourne Pty Ltd as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of BSP Melbourne Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by BSP Melbourne Pty Ltd, then BSP Melbourne Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by BSP Melbourne Pty Ltd in performing the Services, then the fees and expenses otherwise payable to BSP Melbourne Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of BSP Melbourne Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of BSP Melbourne Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases BSP Melbourne Pty Ltd from, and agrees that BSP Melbourne Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the BSP Melbourne Pty Ltd's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

BSP Melbourne Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against BSP Melbourne Pty Ltd (or any employee of BSP Melbourne Pty Ltd) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, BSP Melbourne Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified BSP Melbourne Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on BSP Melbourne Pty Ltd terminate the BSP Melbourne Pty Ltd's engagement under these Terms of Engagement:

- (a) If BSP Melbourne Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on BSP Melbourne Pty Ltd of a notice requiring the breach to be remedied; or
- (b) If the Client serves on BSP Melbourne Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by BSP Melbourne Pty Ltd Subject always to the provisions of the Building Act 1993 (as amended), BSP Melbourne Pty Ltd may by notice in writing served on the Client terminate BSP Melbourne Pty Ltd's obligations under these Terms of Engagement:

- (a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as BSP Melbourne Pty Ltd may allow) of the service by BSP Melbourne Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as BSP Melbourne Pty Ltd may allow) of the service by BSP Melbourne Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (c) If BSP Melbourne Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If BSP Melbourne Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by BSP Melbourne Pty Ltd up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) BSP Melbourne Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither BSP Melbourne Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent BSP Melbourne Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of BSP Melbourne Pty Ltd, then BSP Melbourne Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in BSP Melbourne Pty Ltd's Letters to the Client; "BSP Melbourne Pty Ltd's Letters" means BSP Melbourne Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

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

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

<http://bspaus.com.au>

Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192



Permit No: BS-U 1301 4080000424935

This occupancy permit must be displayed in the following approved location:

Property Details: Lot (87) 13 Shawlands Drive TULLAMARINE VIC 3043
Units: Unit 1
Title Details: LP/PS: LP126019, Vol: 09285, Folio: 904
Municipal District: HUME CITY COUNCIL

Building Permit Details

Building Permit No.: 4080000424935

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

Building Details

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

Suitability for occupation

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

Relevant Building Surveyor

Name: Philip Watt
Address: Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040
Email: info@bspmelb.com.au
Building practitioner registration no.: BS-U 1301
Occupancy Permit No.: BS-U 1301 4080000424935
Date of Issue: 5/10/2023
Date of Final Inspection: 10/08/2023
Signature:



HIA INSURANCE SERVICES PTY LTD
 Level 4, Botanicca Building 8 584 Swan Street
 Burnley VIC 3121
 hiainsurance.com.au
 1800 633 467

Domestic Building Insurance

Certificate of Insurance

Christine Anne May Miano, Domenico Miano

**28/69 Wellington St
 ST KILDA
 VIC 3182**

Policy Number:

C829414

Policy Inception Date:

10/10/2023

Builder Account Number:

004238

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **13 Shawlands Dr , Tullamarine VIC 3034 Australia**

Carried out by the builder: **BLUE RIBBON HOMES (VIC.) PTY LIMITED**

Builder ACN: **098843871**

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

For the building owner(s): **Christine Anne May Miano, Domenico Miano**

Pursuant to a domestic building contract dated: **22/06/2022**

For the contract price of: **\$ 340,000.00**

Type of Cover: **Cover is only provided if BLUE RIBBON HOMES (VIC.) PTY LIMITED has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

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

PLEASE CHECK

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

IMPORTANT

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

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

Issued by Victorian Managed Insurance Authority

Date Generated: 10/10/2023
 OFFICE USE ONLY: COI-0717-1
 Page 1 of 2

Victorian Managed Insurance Authority
 ABN 39 682 497 841
 PO Box 18409, Collins Street East Victoria 8003
 P: 1300 363 424





Period of Cover

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

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

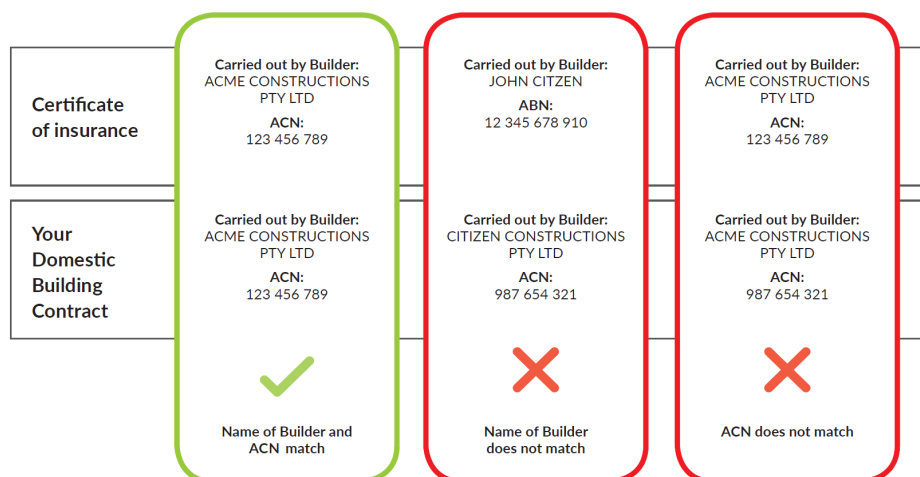
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,323.00
GST:	\$132.30
Stamp Duty:	\$145.53
Total:	\$1,600.83

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for





Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

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

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

Our Reference: **WBPI030281**
Your Reference: **350060**
Property Details: **13 SHAWLANDS DR
TULLAMARINE VIC 3043
LOT 87 LP 126019 VOL 9285 FOL 904**
Property Number: **507632**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **CHRISTINE ANNE MAY MIANO & DOMENIC MIANO**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
5048799456650	eBPS15127	Demolition of dwelling and garage	25/01/2022	John Daniels	BSU42493	5048799456650	08/04/2022

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993

Notice Date	Notice Type	RBS Name	RBS No

Please note

Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information.
If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.

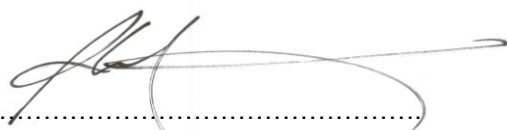
Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au

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

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00
For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.


.....
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 28 September 2023

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.

Property No : 507632
Certificate No : eLIC062047
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856

1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

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

Your Reference: 350060
 Date of Issue: 02/10/2023

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

Property Description:	Lot 87 LP 126019 Vol 9285 Fol 904
Property Situated:	13 SHAWLANDS DR TULLAMARINE VIC 3043

Site Value \$470000	C.I.V. \$470000	N.A.V. \$23500
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The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM		01/07/2023	TO	30/06/2024
		RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate		\$1,087.70		\$1,087.70
Land Use Rebate		\$0.00		\$0.00
Optional Waste Charges		\$0.00		\$0.00
Fire Service Property Levy		\$146.60		\$146.60
Special Charge / Rate		\$0.00		\$0.00
Waste Rates and Charges		\$496.67		\$496.67
Arrears as at 30/06/2023				\$0.00
Interest / Legal Costs				
TOTAL RATES AND CHARGES		\$1,730.97		\$1,730.97

**PLEASE NOTE :	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$1,730.97

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

Property No : 507632
Certificate No : eLIC062047
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	13 SHAWLANDS DR TULLAMARINE VIC 3043
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This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

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

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

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

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

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



Delegated Officer
02/10/2023

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

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9305137

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

28th September 2023

InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	13 SHAWLANDS DRIVE TULLAMARINE 3043
Applicant	InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30797679
Conveyancing Account Number	7959580000
Your Reference	350060

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
- Conditions of Connection and Consent
- 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



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Yarra Valley Water Property Information Statement

Property Address	13 SHAWLANDS DRIVE TULLAMARINE 3043
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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.



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yvw.com.au

Melbourne Water Property Information Statement

Property Address	13 SHAWLANDS DRIVE TULLAMARINE 3043
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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.

Address	13 SHAWLANDS DRIVE TULLAMARINE 3043	
Date	28/09/2023	
Scale	1:1000	



Existing Title		Access Point Number		MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

4 of 29

18th January 2022

Application ID: 526968

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
20mm Connection - Drinking Water	CAST IRON CEMENT LI	100	1	Shawlands Road

Required Services

Product	Qty
20mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	624120

Service Request Number: 7707478

Multiple Lots

Number of Lots	2
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Specific conditions affecting encumbrances on property:

Private Main

Build Over Easement

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

Any unused branches at the site must be cut and sealed.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

Approval is subject to the applicant applying for Build Over Easement conditions under Section 148 of the Water Act 1989 prior to works being commenced or subdivision being approved. This requirement and subsequent build over easement conditions will be recorded as an encumbrance against the property. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This condition must be met before a Statement of Compliance can be issued.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.



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InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9314573630
Rate Certificate No: 30797679

Date of Issue: 28/09/2023
Your Ref: 350060

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 SHAWLANDS DR, TULLAMARINE VIC 3043	87\LP126019	1209319	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 2.000000kL x \$2.44510000 = \$4.89</i>	30-05-2023 to 30-06-2023	\$4.89	\$4.89
Estimated Average Daily Usage \$0.16			
Residential Water and Sewer Usage Charge ** <i>Step 1 – 4.000000kL x \$3.34380000 = \$13.38</i>	01-07-2023 to 31-08-2023	\$13.38	\$13.38
Estimated Average Daily Usage \$0.22			
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Residential Sewer Usage Charge <i>2.0kL x 0.997586 = 1.995173 x 0.900000 = 1.795656 x \$1.15400000 = \$2.07</i>	30-05-2023 to 30-06-2023	\$2.07	\$2.07
Estimated Average Daily Usage \$0.07			
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70

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 \$207.35

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



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

Property No: 1209319

Address: 13 SHAWLANDS DR, TULLAMARINE VIC 3043

Water Information Statement Number: 30797679

HOW TO PAY



Biller Code: 314567
Ref: 93145736305

Amount Paid		Date Paid		Receipt Number	
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24th December 2021

Domenic Miano
Blue Ribbon Homes
care of
mdc_03@msn.com

Dear Domenic Miano,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	527771
Property Address	13 SHAWLANDS DRIVE TULLAMARINE 3043
Service Location ID	1209319

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is either cutback or extended by an Accredited Live Sewer Contractor to meet the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

The sewer branch servicing the proposed units, will not have the required clearance to unit 2 on the southern side of the property. The branch will need to be cut back by a licensed live sewer contractor to achieve this clearance.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Residential or Habitable Structure

- cannot build over the sewer main and 600mm horizontal clearance is required
- cannot build over any sewer branch and 600mm horizontal clearance is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in grey ink that reads "Joe Gargaro". The signature is written in a cursive, flowing style.

Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any residential or habitable structure that has a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'B' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch is required.
3. Driven Piles are not permitted.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure. Maximum width allowed for eaves is 600mm.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut back/extended by one of Yarra Valley Water's accredited live sewer contractors to achieve the minimum clearance.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap

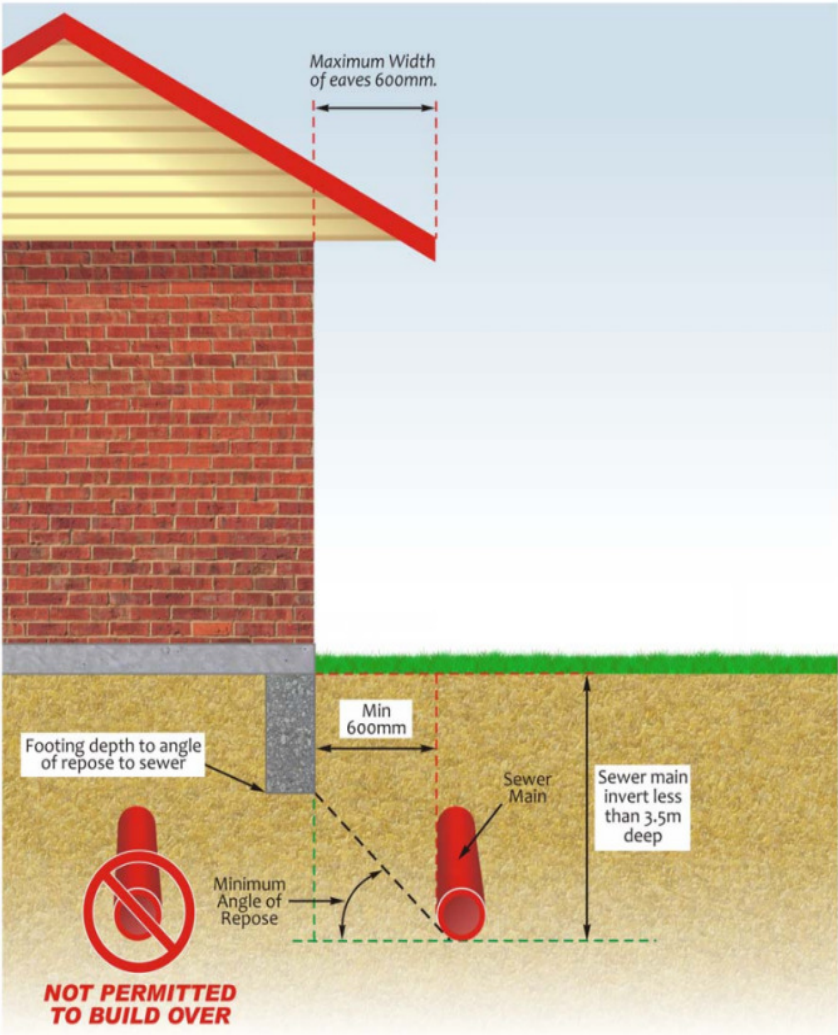
finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point.

The accredited live sewer contractor will be responsible to record all changes to the sewer branch on a field note recording the alterations to the sewer branch and provide this field note to Yarra Valley Water. The updated information must include surface and invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

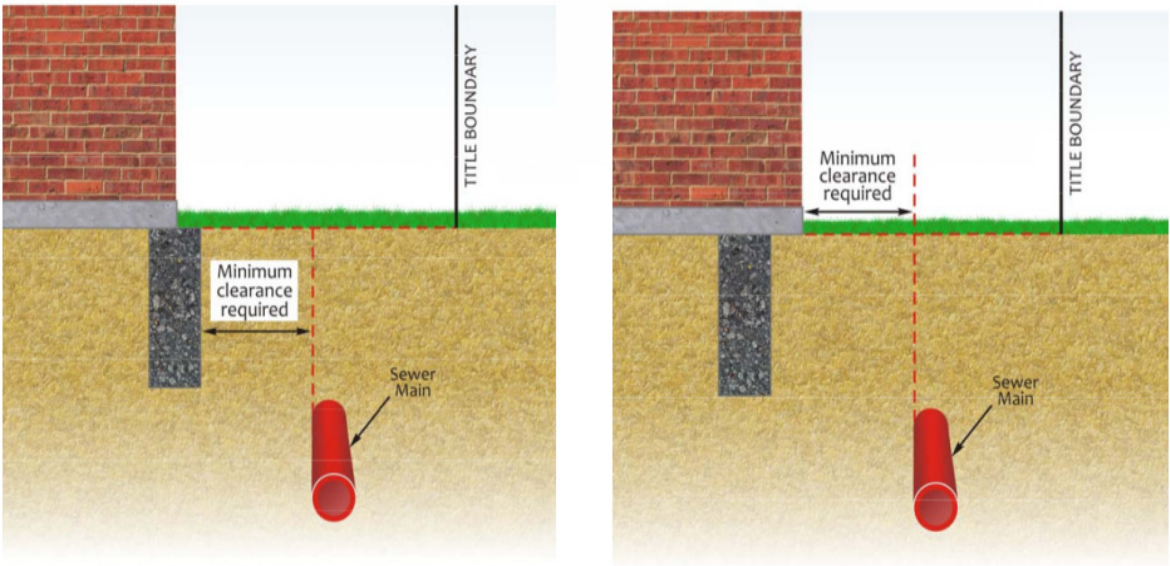
To complete the necessary alterations, you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley website www.yvw.com.au

HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



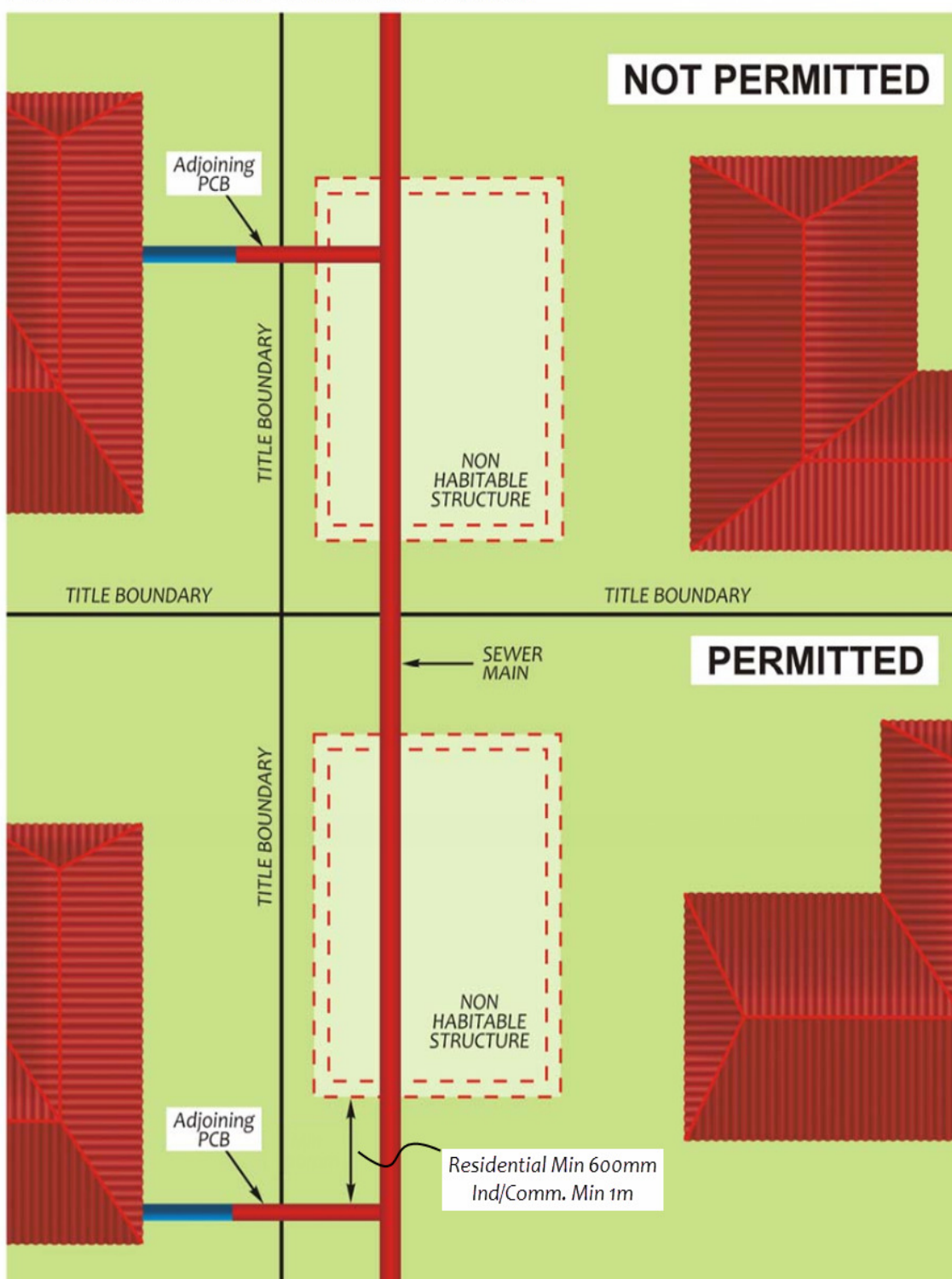
CLEARANCES REQUIRED FROM ASSETS



THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

ADJOINING PROPERTY CONNECTION BRANCH

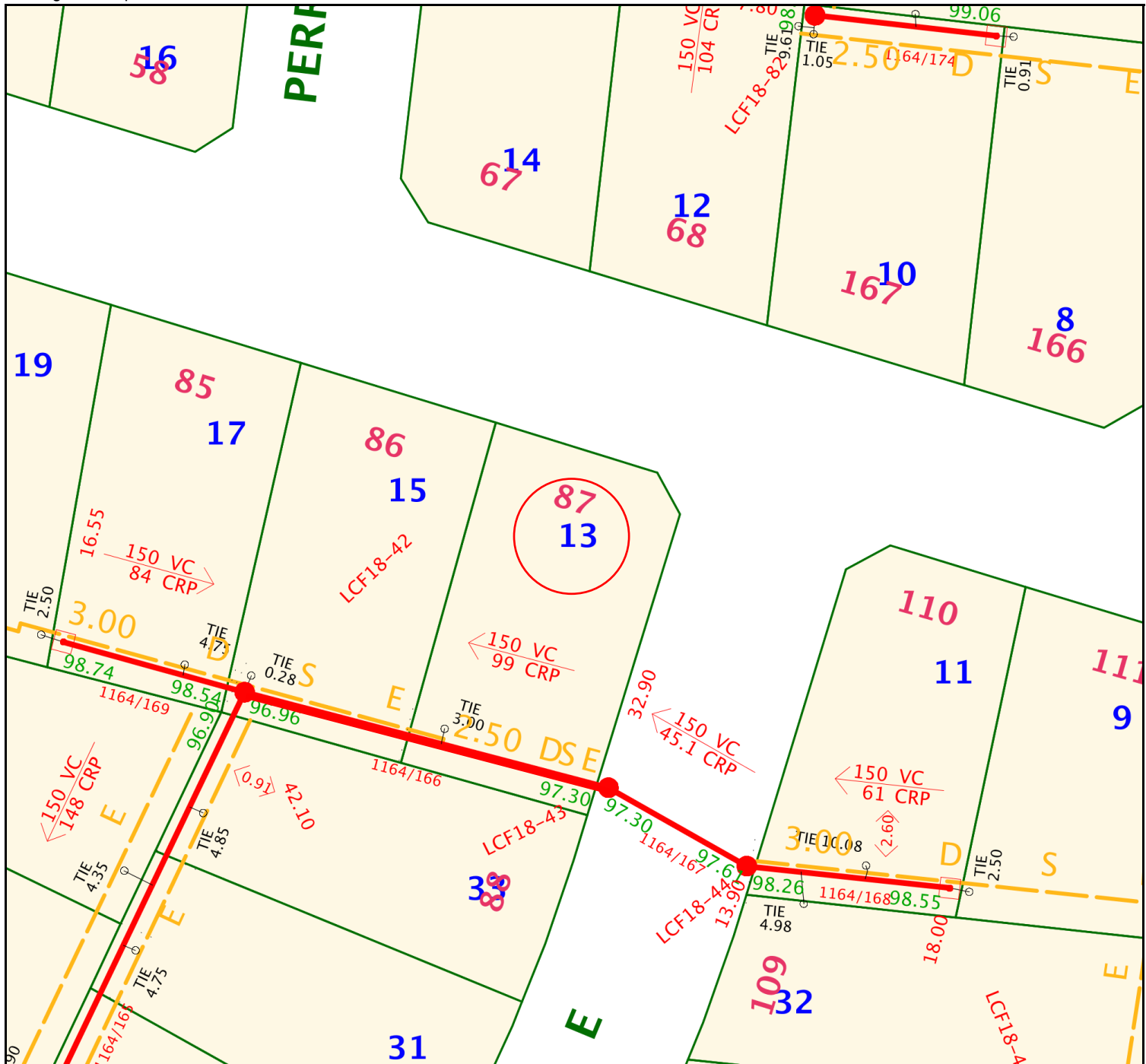
ADJOINING PROPERTY CONNECTION BRANCH



 Sewer Mains - Relevant Water Authority Responsibility

Internal Property Drains - Owners Responsibility

PCB Property Connection Branch



Yarra Valley Water **Sewerage Depth Offset** **Asset Map**

Address

13 SHAWLANDS DRIVE TULLAMARINE 3043

Date

24/12/2021

Scale

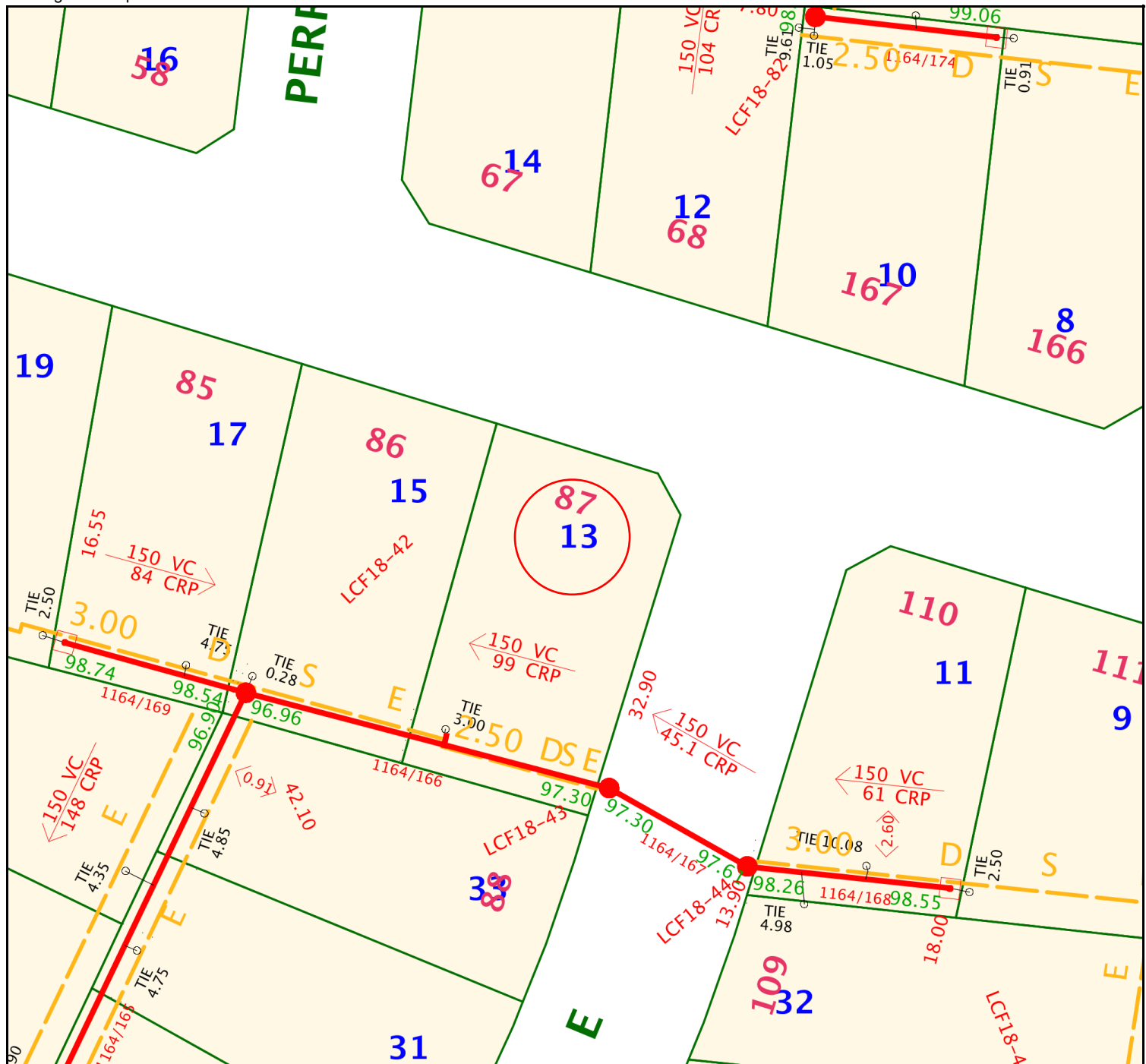
1:500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	
Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON			
ASSET DETAILS Pipe Size: 150 Pipe Material: VC Average Depth (m): 2.36 Branch Length (m): 1.15 Note: Offsets denoted in brackets <> are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 1209319			



Yarra Valley Water Sewer Branch Asset Map

Address

13 SHAWLANDS DRIVE TULLAMARINE 3043

Date

24/12/2021

Scale

1:500



Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

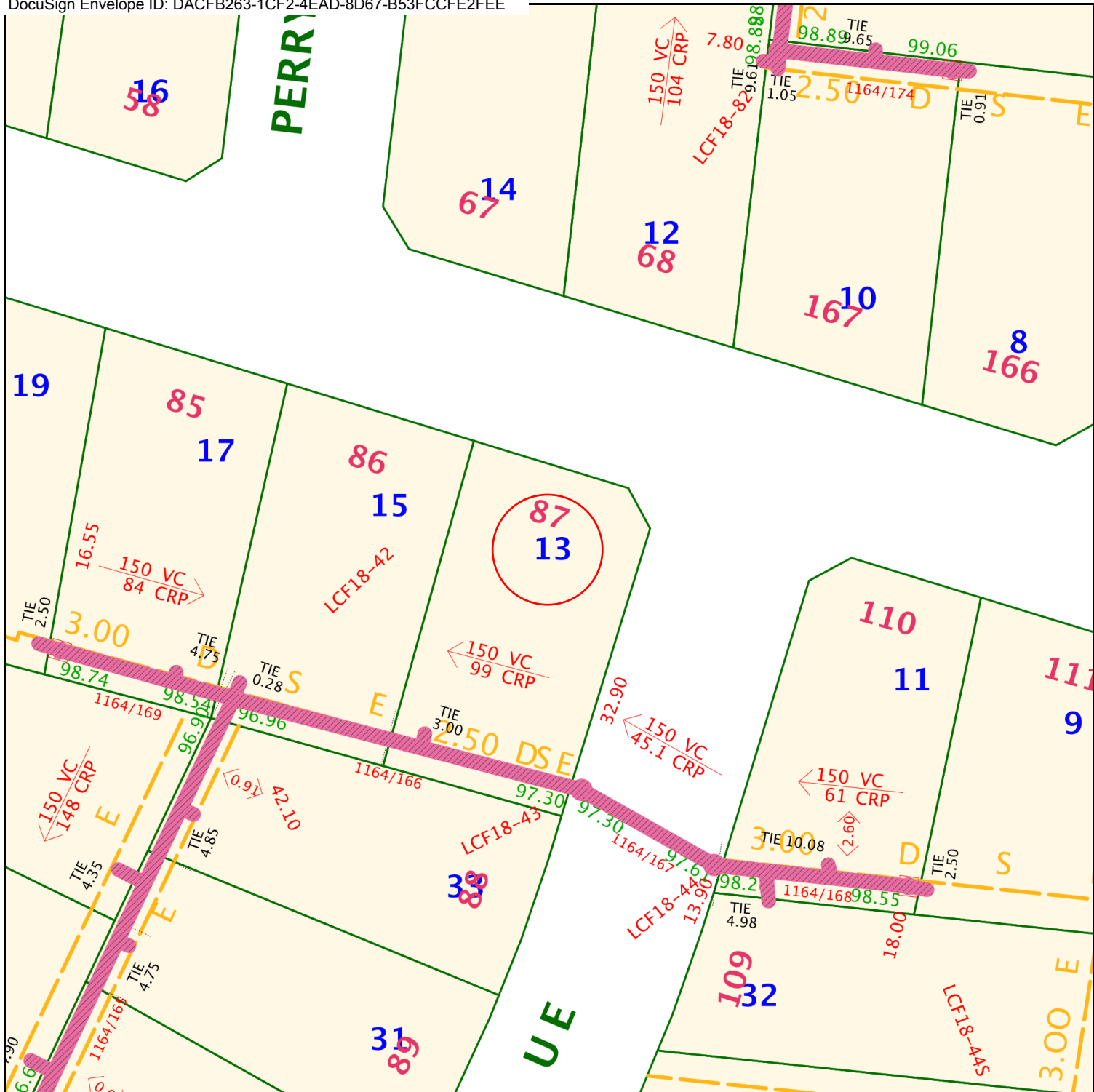
Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: UNK
Branch Depth (m): 0.63
Branch Length (m): 1.15

Note: Offsets denoted in brackets
 < > are from the title boundary to
 centreline of pipe.
YVW Ref: 1209319



Yarra Valley Water

Address 13 SHAWLANDS DRIVE TULLAMARINE 3043

Build Over Plan Reference: Plan B
Residence & Habitable Structures

Date 24/12/2021

Scale 1:500



Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Yarra Valley Water Application ID: 527771

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

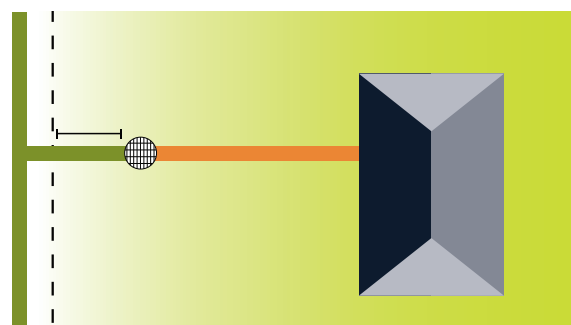


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

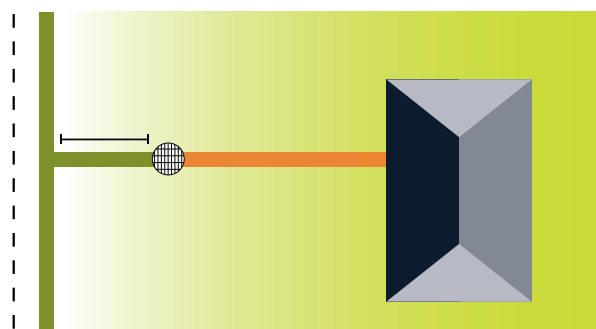
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

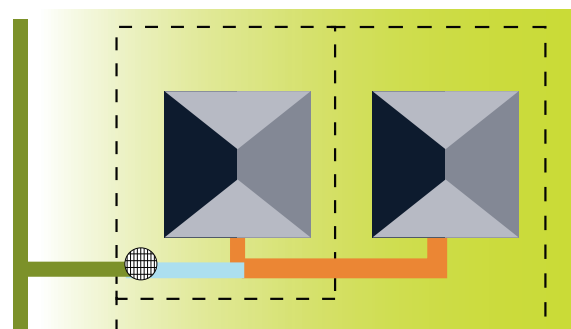
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

Property Clearance Certificate

Land Tax



INFOTRACK / PRESTIGE CONVEYANCING SERVICES

Your Reference:	230921
Certificate No:	67068613
Issue Date:	28 SEP 2023
Enquiries:	ESYSPROD

Land Address: 13 SHAWLANDS DRIVE TULLAMARINE VIC 3043						
Land Id	Lot	Plan	Volume	Folio	Tax Payable	
4951140	87	126019	9285	904	\$669.00	

Vendor: CHRISTINE ANNE MIANO & DOMENIC MIANO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DOMENICO MIANO	2023	\$447,000	\$669.00	\$0.00	\$669.00

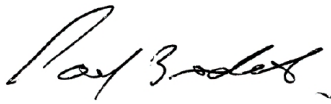
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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 IMPROVED VALUE:	\$618,000
SITE VALUE:	\$447,000
CURRENT LAND TAX CHARGE:	\$669.00



Notes to Certificate - Land Tax

Certificate No: 67068613

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

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 = \$669.00

Taxable Value = \$447,000

Calculated as \$375 plus (\$447,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67068613

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: 67068613

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PRESTIGE CONVEYANCING SERVICES

Your Reference:	230921
Certificate No:	67068613
Issue Date:	28 SEP 2023

Land Address: 13 SHAWLANDS DRIVE TULLAMARINE VIC 3043

Lot	Plan	Volume	Folio
87	126019	9285	904

Vendor: CHRISTINE ANNE MIANO & DOMENIC MIANO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 67068613

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67068619

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: 67068619

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

967339

APPLICANT'S NAME & ADDRESS

INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

MIANO, DOMENIC

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

350060

This certificate is issued for:

LOT 87 PLAN LP126019 ALSO KNOWN AS 13 SHAWLANDS DRIVE TULLAMARINE
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

28 September 2023

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

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

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 10 October 2023 05:18 PM

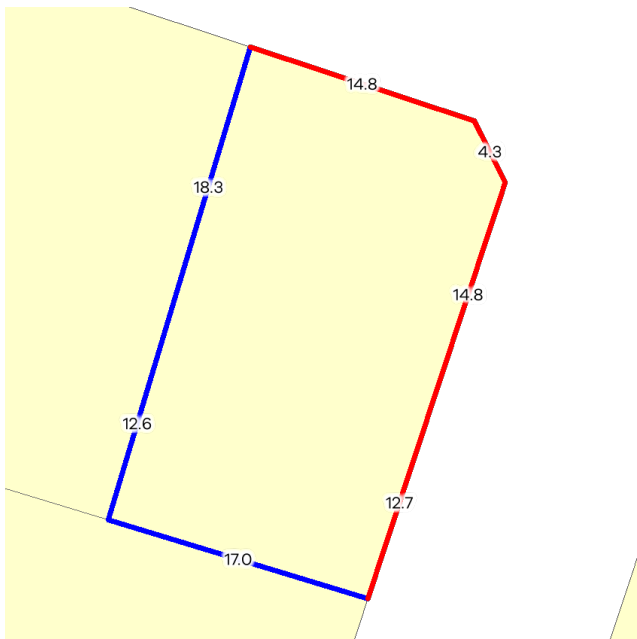
PROPERTY DETAILS

Address: **13 SHAWLANDS DRIVE TULLAMARINE 3043**
Lot and Plan Number: **Lot 87 LP126019**
Standard Parcel Identifier (SPI): **87\LP126019**
Local Government Area (Council): **HUME**
Council Property Number: **507632**
Directory Reference: **Melway 5 K12**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 530 sq. m
Perimeter: 94 m
For this property:
— Site boundaries
— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

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](#)

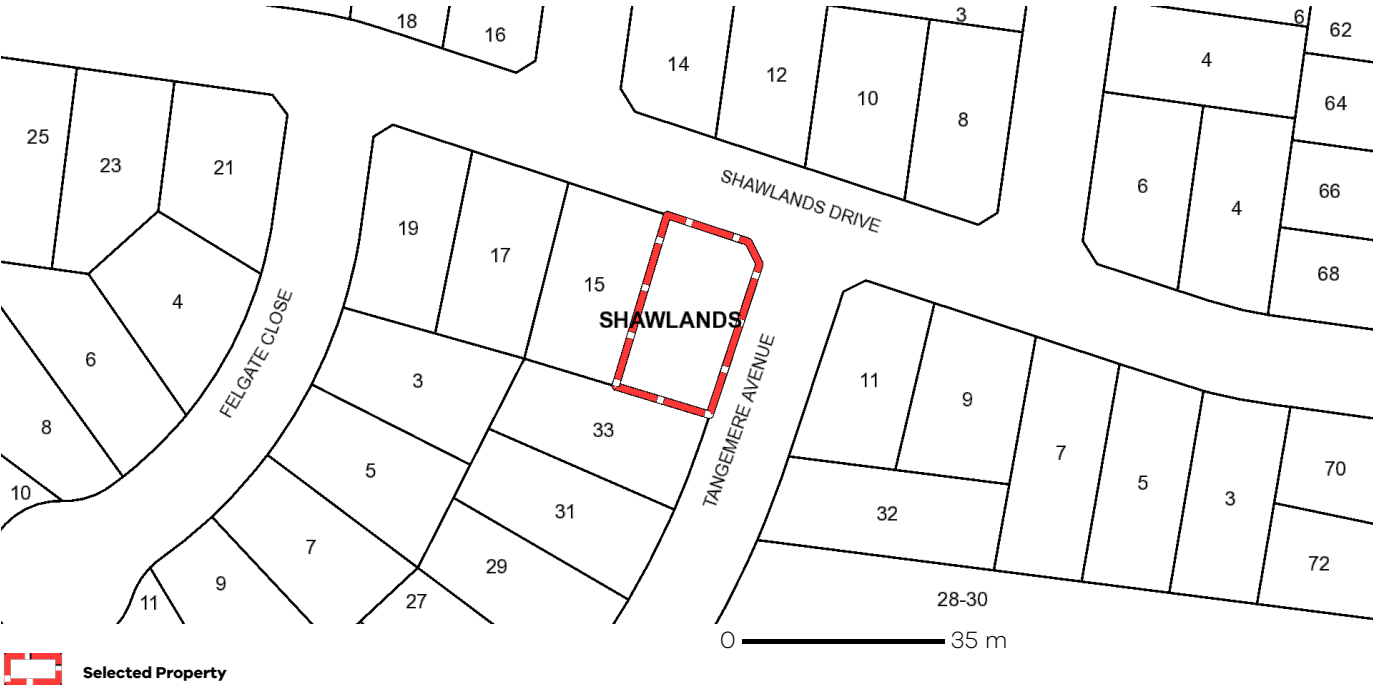
Planning Property Reports can be found via these two links

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

PROPERTY REPORT



Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 October 2023 05:18 PM

PROPERTY DETAILS

Address: **13 SHAWLANDS DRIVE TULLAMARINE 3043**
Lot and Plan Number: **Lot 87 LP126019**
Standard Parcel Identifier (SPI): **87\LP126019**
Local Government Area (Council): **HUME**
Council Property Number: **507632**
Planning Scheme: **Hume**
Directory Reference: **Melway 5 K12**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 4 October 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

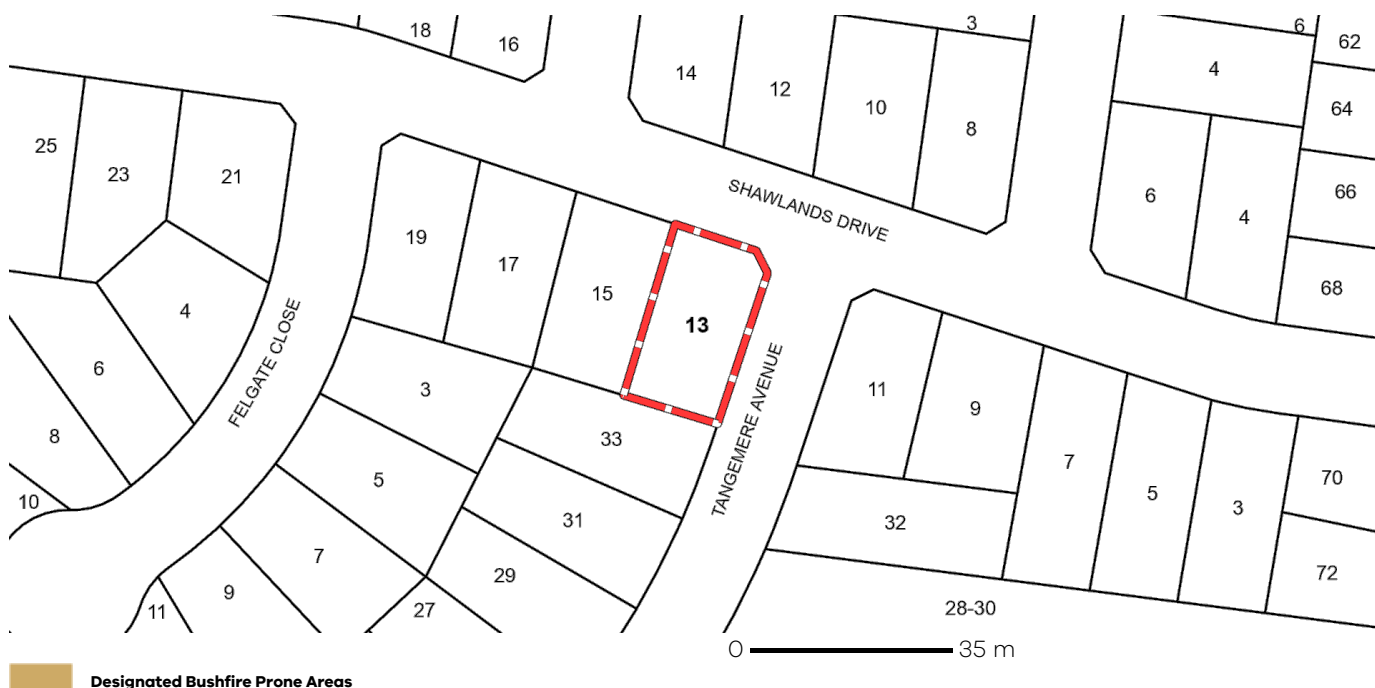
PLANNING PROPERTY REPORT

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 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 \(environment.vic.gov.au\)](#)



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 350060

NO PROPOSALS. As at the 28th September 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®.

13 SHAWLANDS DRIVE, TULLAMARINE 3043
CITY OF HUME

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

Date of issue: 28th September 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70396540 - 70396540153708 '350060'

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)