
Contract of Sale of Land

Property address: 239 The Boulevard, Ivanhoe East, Victoria 3079

Vendor: Wayne Stanley Rizzetti and Jennifer Irene Bell as legal personal
representatives of the estate of Dorothy Jean Rizzetti deceased

Purchaser:

Prepared by
Randles, Cooper & Co. Pty. Ltd.
234 Sydney Road
BRUNSWICK VIC 3056
DX 95604 Brunswick
Email: office@randlescooper.com.au
Ref: KM:228592

Contract of Sale of Land

Property address: 239 The Boulevard, Ivanhoe East, Victoria 3079

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, the General Conditions and any Special Conditions in that order of priority.

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 apply to you.

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

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

Exceptions

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

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

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

**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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20 ____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

On ____ / ____ / 20 ____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	O'Brien Real Estate	Phone	9894 2044	Fax	9894 2043
Address	98 South Parade Blackburn 3130	Email	anthony.molinaro@obrienrealestate.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Wayne Stanley Rizzetti and Jennifer Irene Bell as legal personal representatives of the estate of Dorothy Jean Rizzetti deceased	Name	Randles, Cooper & Co. Pty. Ltd.		
		Address	234 Sydney Road, BRUNSWICK VIC 3056		
Address		Contact	Kate Molcik		
		Email	kate@randlescooper.com.au		
ACN/ABN		Phone	03 9383 3366	Fax	03 9383 6297

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 5522	Folio 225	63	PS006228

The land includes all improvements and fixtures.

Property address

The address of the land is:

239 The Boulevard, Ivanhoe East 3079

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☐ Listed in attached schedule.

OR

☐ Listed as follows:

PAYMENT

General condition 11

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$ 0.00

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(f) & (g)

GST

General condition 13

☒ **No, because:**

☐ **Yes**

☐ Input taxed sale of eligible residential premises

☐ Purchaser entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Purchaser NOT entitled to input tax credit

☐ Going concern

☐ Margin scheme applies

☐ Farm land used for farming business or sale of subdivided farm land to an associate

☐ Mixed supply

☐ Vendor not registered or required to be registered as GST turnover < \$75,000

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor

☐ Yes ☐ No

Withholding required by purchaser

☐ Yes ☐ No

No withholding for residential premises because:

No withholding for potential residential land because:

☐ the premises are not new

☐ the land includes a building used for commercial purposes

☐ the premises were created by substantial renovation

☐ the purchaser is registered for GST and acquires the property for a creditable purpose

☐ the premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on / /20

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

☒ The above date; or

☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

OR

☐ **Subject to a lease**, particulars of which are:

☐ Attached; or

☐ As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

☐ Yes ☐ No

LOAN

General condition 14(a)-(e)

This contract is subject to a loan being approved: ☐ Yes ☐ No

Lender:

Loan amount: \$

BUILDING & PEST REPORT

General condition 14(f)-(j)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

Special Conditions

☒ Yes ☐ No

1. Auction clause

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

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

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

- (c) 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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) 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

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.

- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:

- (i) In cash; or
- (ii) By cheque drawn on an authorised deposit taking institution; or
- (iii) At the direction of the vendor, by cheque drawn on a trust account; or
- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

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

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

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

- (i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

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

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

(f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:

- (i) applied for the report; and
- (ii) provides the vendor with a copy of the written report; and
- (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
- (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

(g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

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

(b) The periodic outgoings and rent and other income must be apportioned on the following basis:

- (i) 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
- (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
- (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

(iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

(c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.

(d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.

(e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

(f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

(g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.

(h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

(a) Time is of the essence of this contract.

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

(c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.

- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor Statement

Property address: 239 The Boulevard, Ivanhoe East, Victoria 3079

Vendor: Wayne Stanley Rizzetti and Jennifer Irene Bell as legal personal representatives of the estate of Dorothy Jean Rizzetti deceased

Purchaser:

Prepared by
Randles, Cooper & Co. Pty. Ltd.
234 Sydney Road
BRUNSWICK VIC 3056
DX 95604 Brunswick
Email: office@randlescooper.com.au
Ref: KM:228592

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, or on behalf of, 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: 239 The Boulevard, Ivanhoe East, Victoria 3079

SIGNED BY THE VENDOR

Wayne Stanley Rizzetti and Jennifer Irene Bell as legal personal representatives of the estate of Dorothy Jean Rizzetti deceased

On ____ / ____ / 20 ____

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☐ Attached

☐ Further information:

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

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

(b) Services

The following services are NOT connected to the land:

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

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:

To

Chargee:

Other particulars (including dates and times of payments):

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

Page 1 of 1

VOLUME 05522 FOLIO 225

Security no : 124085770068T
Produced 29/09/2020 08:50 AM

LAND DESCRIPTION

Lot 63 on Plan of Subdivision 006228.
PARENT TITLE Volume 03975 Folio 805
Created by instrument 1394325 10/12/1928

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JENNIFER IRENE BELL of 239 THE BOULEVARD IVANHOE EAST VIC 3079
WAYNE STANLEY RIZZETTI of 193 GRIMSHAW STREET GREENSBOROUGH VIC 3088
Executor(s) of DOROTHY JEAN RIZZETTI deceased
AT414604W 09/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 1394325 10/12/1928

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 TP475853D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT414601D (E)	CONV PCT & NOM ECT TO LC	Completed	09/07/2020
AT414604W (E)	TRANSMISSION APPLICATION	Registered	09/07/2020

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

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

Street Address: 239 THE BOULEVARD IVANHOE EAST VIC 3079

ADMINISTRATIVE NOTICES

NIL

eCT Control 20508W RANGLES COOPER LAWYERS
Effective from 09/07/2020

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	1394325
Number of Pages (excluding this cover sheet)	4
Document Assembled	29/09/2020 08:51

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2984363

1394325



HENDERSON & BALL

C. paid
VICTORIA

TRANSFER OF LAND.



REB

I ERNEST ALBERT KNELL of Norman Street Ivanhoe Estate Agent being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of One hundred and Fifty Pounds -- paid to me by ETHEL MAY ASHTON of Cole Street Brighton Widow ~~Seetamer Street North Fitzroy~~ Married Woman DO HEREBY TRANSFER to the said Ethel May Ashton All my estate and interest in ALL THAT piece of land being part of Crown Portion two at Ivanhoe Parish of Keelbundora County of Bourke and being lot sixty-three on Plan of Subdivision Number 6228 lodged in the Office of Titles And in consideration of the

transfer hereby made and executed and to the intent that the covenant hereinafter contained shall be noted on and referred to in every future Certificate of Title for the land hereby transferred as an encumbrance affecting the same the said ~~transferee~~ *Ethel May Ashton* (so as to bind herself her heirs executors administrators and transferees only while she or they shall actually be or remain the registered proprietor or proprietors of the said land hereby transferred and to the intent that this covenant shall run with the said land hereby transferred and be binding on the registered proprietor or proprietors thereof for the time being) DOTH HEREBY for herself her heirs executors administrators and transferees covenant with the said ~~transferor~~ *Ernest Albert Knell* his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land ~~described~~ *now comprised* in Certificate of Title Volume 3975 Folio -- 794805 other than so much thereof as is hereby or has heretofore been by Registered Instrument transferred that she or they will not erect or cause to be erected on the said land hereby transferred any dwelling-house building or erection whatsoever to cost less than the sum of Four hundred Pounds (exclusive of fences and out-buildings and stabling relating thereto or to be used therewith) without the consent in writing of the transferor his heirs executors administrators or transferees aforesaid.

FEE: RED + BLUE
3975 PT.
805
UNDER AN ACRE
AND 105 ETC DRAIN YELLOW
ENC. AS TO THE BLUE
ANY EASEMENTS AFFECT
AS TO THE WHOLE
THE COVENANT
HEREIN.

CHH
17/4/29

29.4.29

Extra
1-
7/5/29

IMAGED

DATED the *Eight* day of *December* one thousand nine hundred and twenty-eight.

SIGNED in Victoria by the said

ERNEST ALBERT KNELL in the

presence of :-

E. Knell
R. E. Ball
Solicitor
Melbourne

SIGNED in Victoria by the said

ETHEL MAY ASHTON in the pres-

ence of :-

Ethel M. Ashton
H. Fowler
Clark to Henderson, Ball
Solrs Melbourne

ENCUMBRANCES REFERRED TO

As to so much of the said Lot 63 as is colored green on the said
16/4/28 Plan of Subdivision - Any easements affecting the same

DALED 1928

MR. E. A. KNEEL

-to-

MRS. E. M. ASHTON

T R A N S F E R .

HENDERSON & BAILL
Solicitors
430 Little Collins Street
MELBOURNE.

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
Transfer as to part	THE 10 th DAY OF December 1928	To Ethel May Ashton	1394325

10/16/5

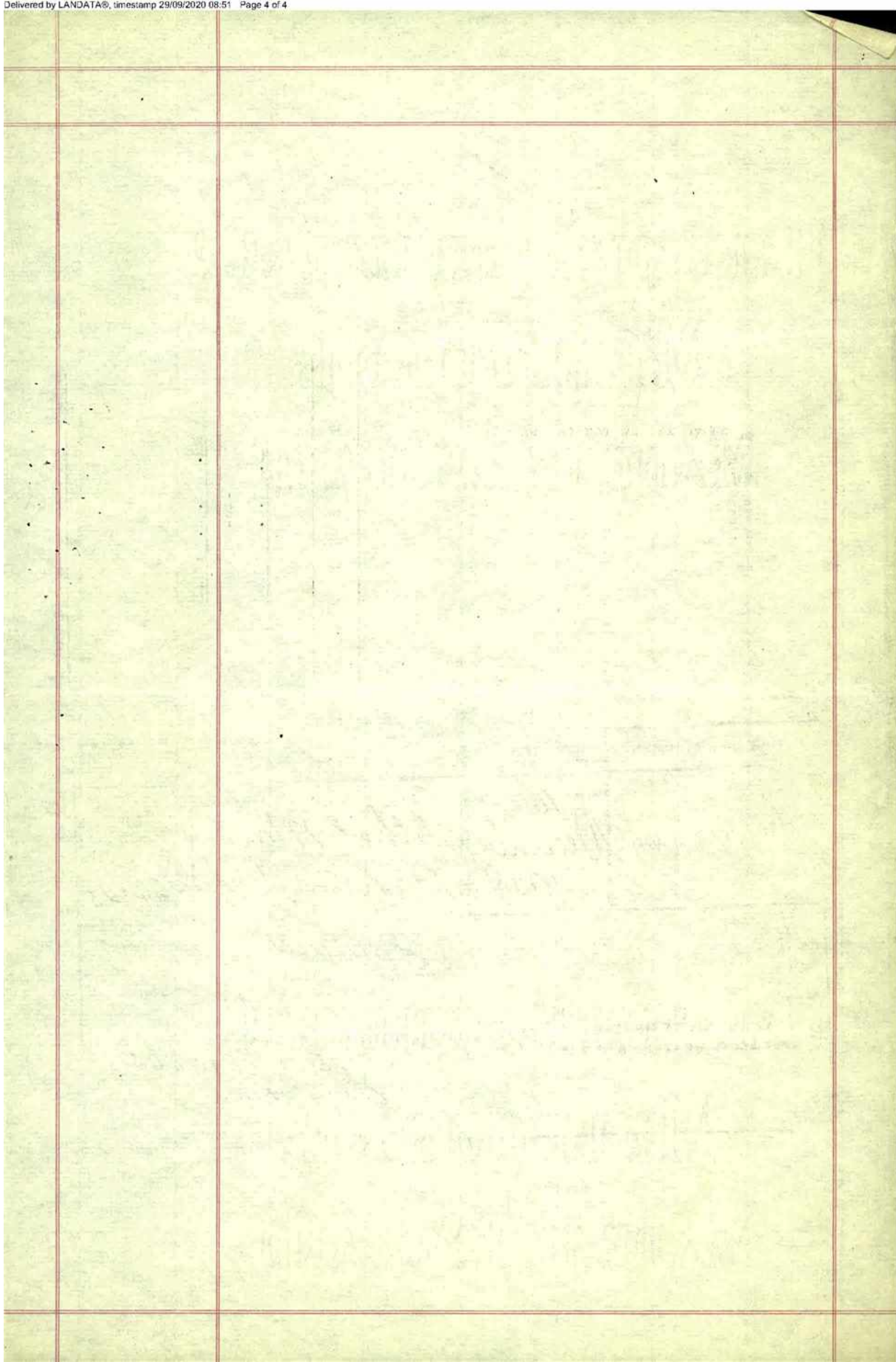
J. Morrell

ASSISTANT REGISTRAR OF TITLES

I Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 3975 FOL 794805.

J. Morrell

ASSISTANT REGISTRAR OF TITLES



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Document Type	Plan
Document Identification	TP475853D
Number of Pages (excluding this cover sheet)	1
Document Assembled	29/09/2020 08:51

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Sheet 1 of 1 Sheets

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP006228
Number of Pages (excluding this cover sheet)	6
Document Assembled	29/09/2020 08:52

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PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 2
PARISH OF KEELBUNDORA
COUNTY OF BOURKE

V.2344 F.777

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

ENCUMBRANCES

AS TO THE LAND MARKED E-4
THE DRAINAGE EASEMENTS CREATED
BY TRANSFERS 747203 & 992303

AS TO THE LAND MARKED E-5, E-6 & R1
ANY EASEMENTS AFFECTING
THE SAME

LP 6228
EDITION 4
PLAN MAY BE LODGED
19/11/13

5 SHEETS
SHEET 1

COLOUR CODE

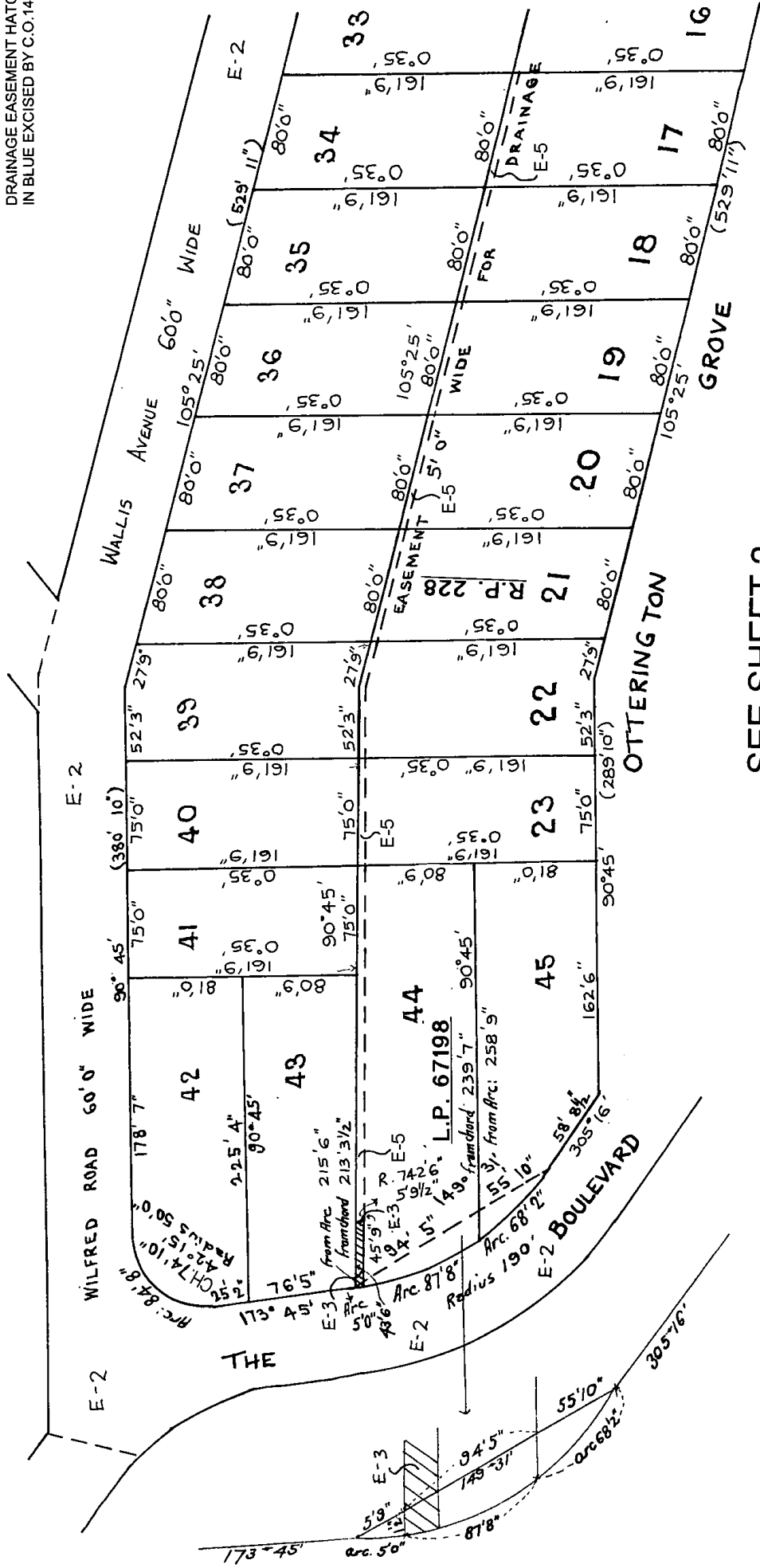
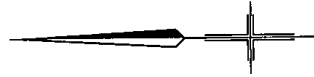
E-1, E-4, E-5 & E-6 = BLUE
E-2 & R1 = **BROWN**
E-3 = HATCHED BLUE

ROADS COLOURED BROWN

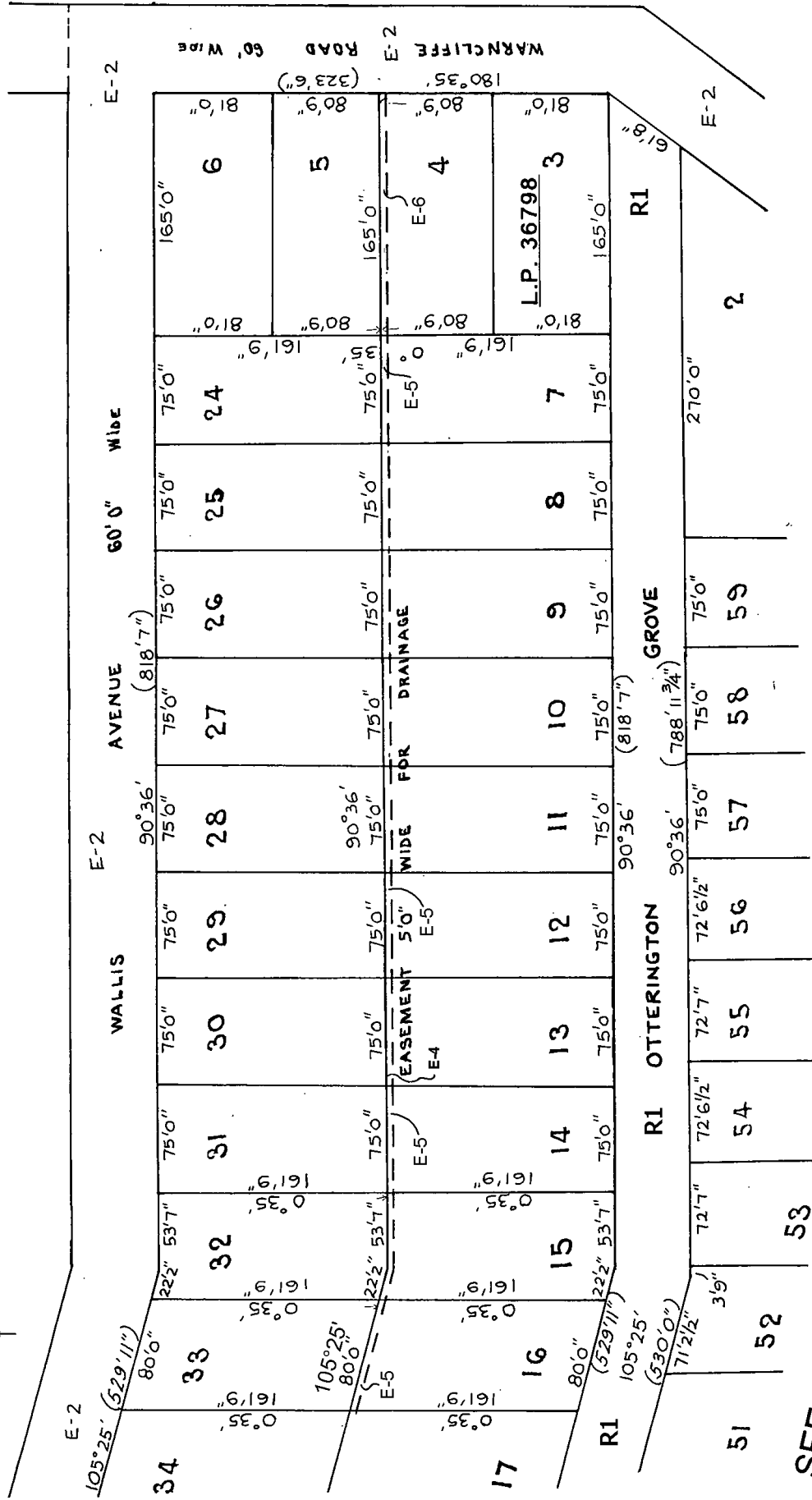
**DRAINAGE EASEMENT HATCHED
IN BLUE EXCISED BY C.O.14649**

SEE SHEET 2

SEE SHEET 3



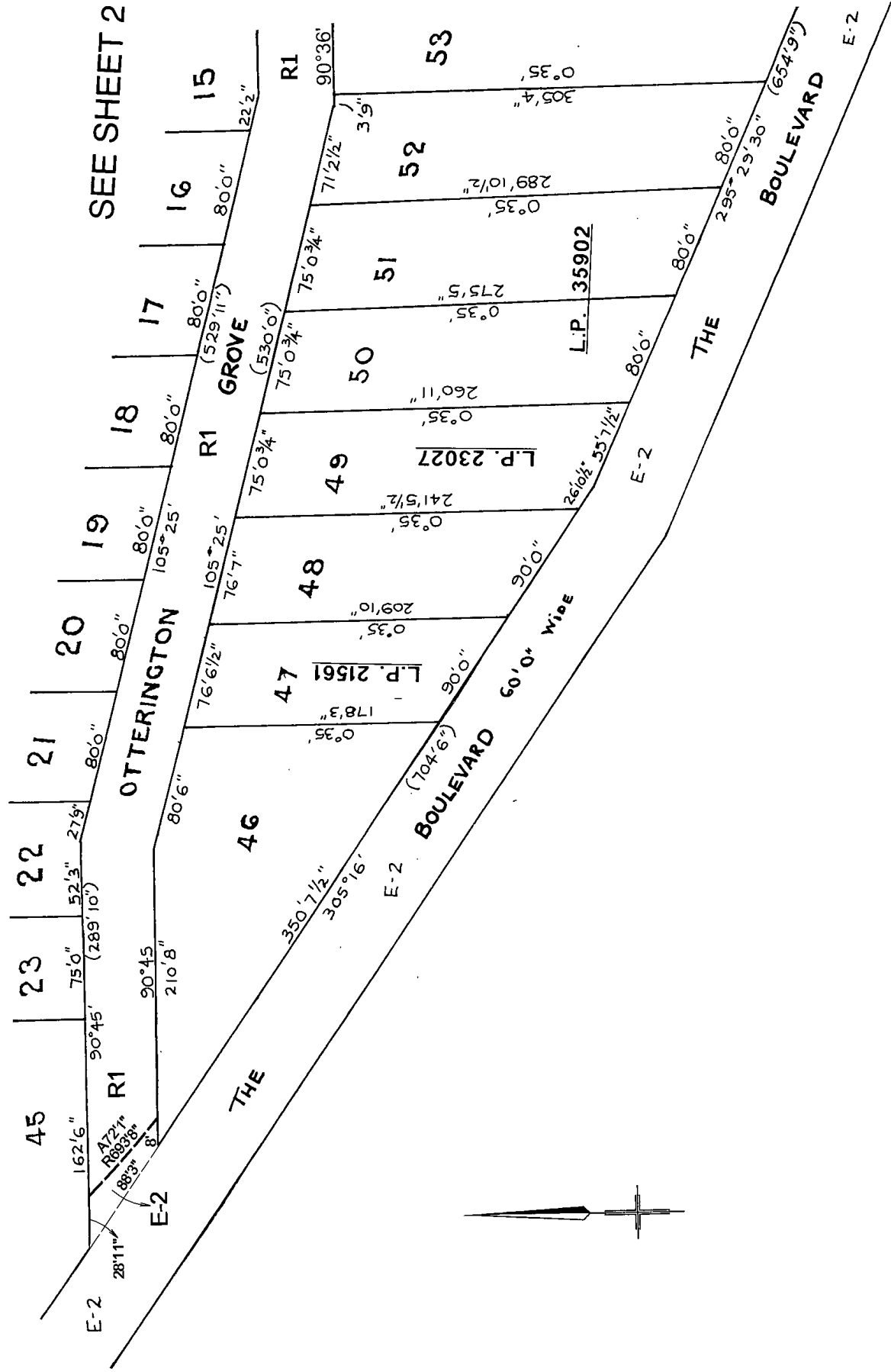
LP 6228
5 SHEETS
SHEET 2



SEE SHEET 1

SEE SHEET 3

SEE SHEET 4

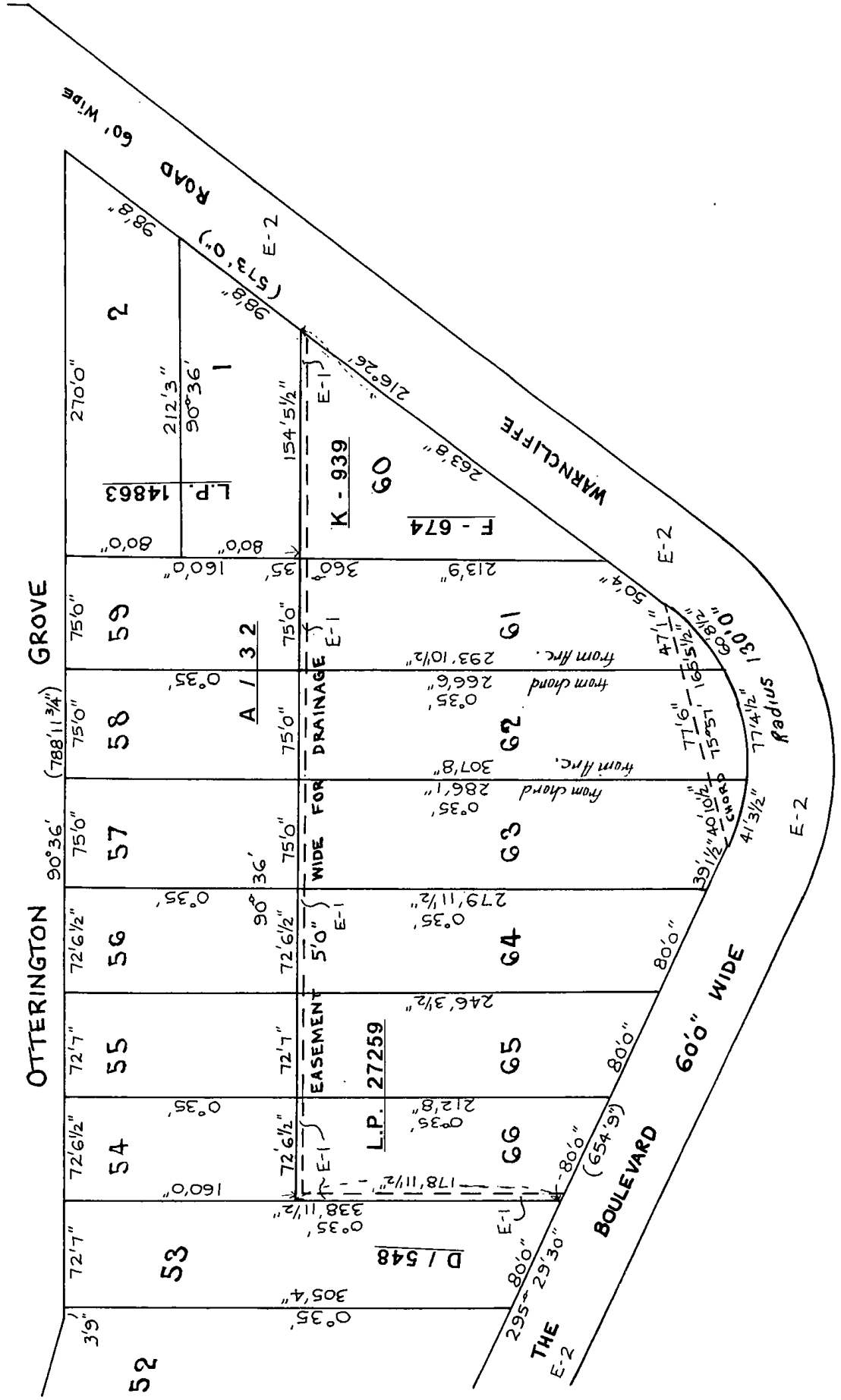


LP 6228

5 SHEETS
SHEET 4

SEE SHEET 2

SEE SHEET 3



PLAN OF SUBDIVISION No. LP6228

APPURTENANCY INFORMATION

AS TO LOT 13 - TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLORED BROWN ON THIS PLAN OF SUBDIVISION AND OVER WILFRED ROAD COLORED BROWN ON PLAN OF SUBDIVISION No. 6162 CHELSWORTH ROAD COLORED BROWN ON PLAN OF SUBDIVISION No. 4519 AND WARNCLIFFE ROAD COLORED BROWN OF PLAN OF SUBDIVISION No. 6217 RESPECTIVELY AND TOGETHER WITH A RIGHT OF DRAINAGE OVER THE LAND COLORED YELLOW ON IMAGED FOLIO VOL. 4440 FOL. 872.

AS TO LOTS 5 AND 7: TOGETHER WITH A RIGHT OF DRAINAGE OVER THE LAND MARKED E-6

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

LP6228

[illegible]

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 29 September 2020 08:52 AM

PROPERTY DETAILS

Address: **239 THE BOULEVARD IVANHOE EAST 3079**
Lot and Plan Number: **Lot 63 LP6228**
Standard Parcel Identifier (SPI): **63\LP6228**
Local Government Area (Council): **BANYULE**
Council Property Number: **265611**
Planning Scheme: **Banyule**
Directory Reference: **Melway 31 J10**

www.banyule.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/banyule

UTILITIES

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

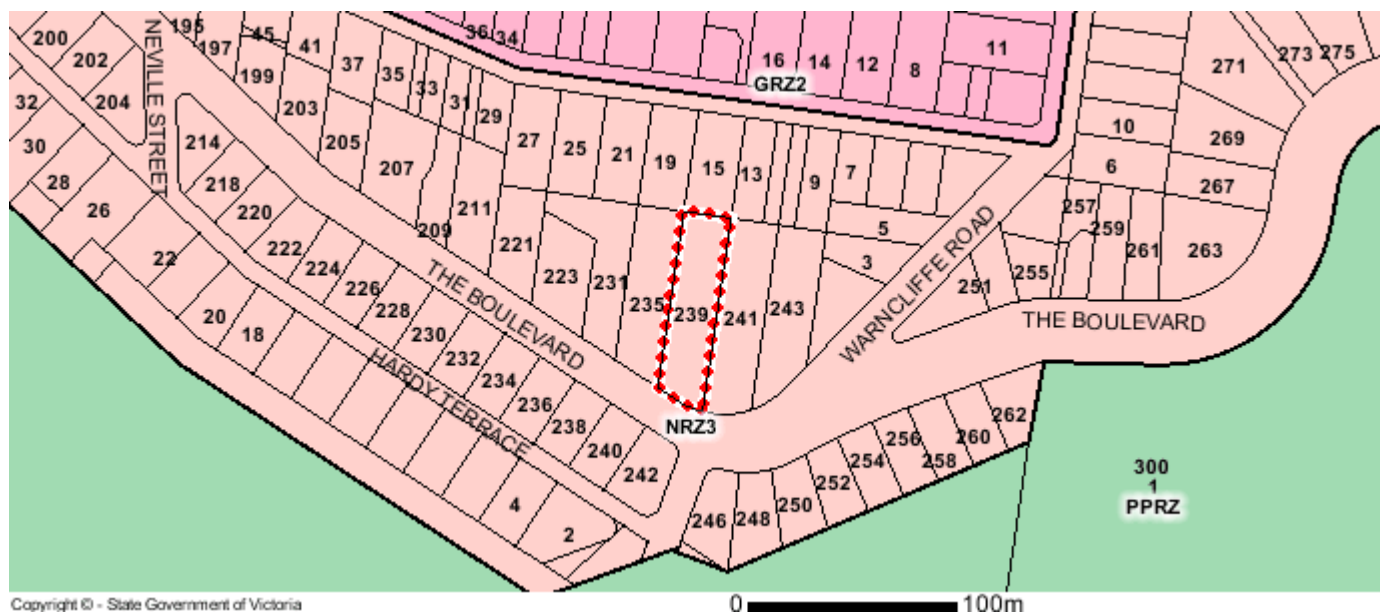
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **IVANHOE**

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



GRZ - General Residential NRZ - Neighbourhood Residential PPRZ - Public Park & Recreation

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

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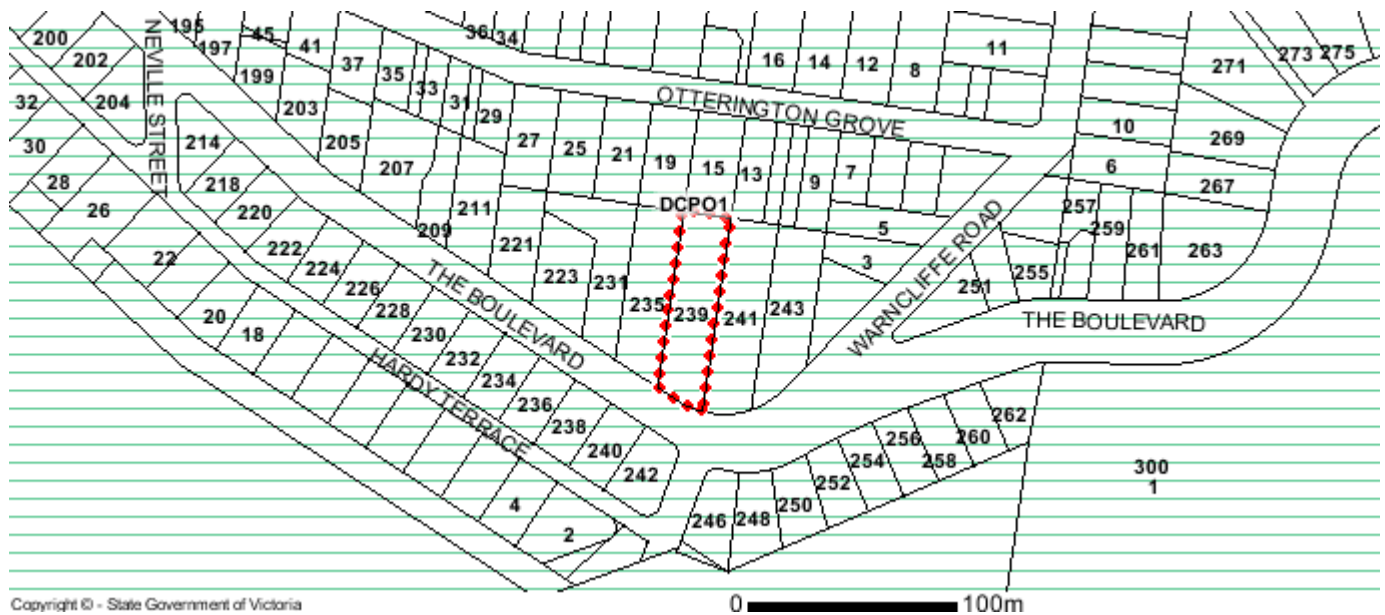
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



 DCPO - Development Contributions Plan

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

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 \(ESO4\)](#)



 ESO - Environmental Significance

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

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PLANNING PROPERTY REPORT: 239 THE BOULEVARD IVANHOE EAST 3079

Page 2 of 5

Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)

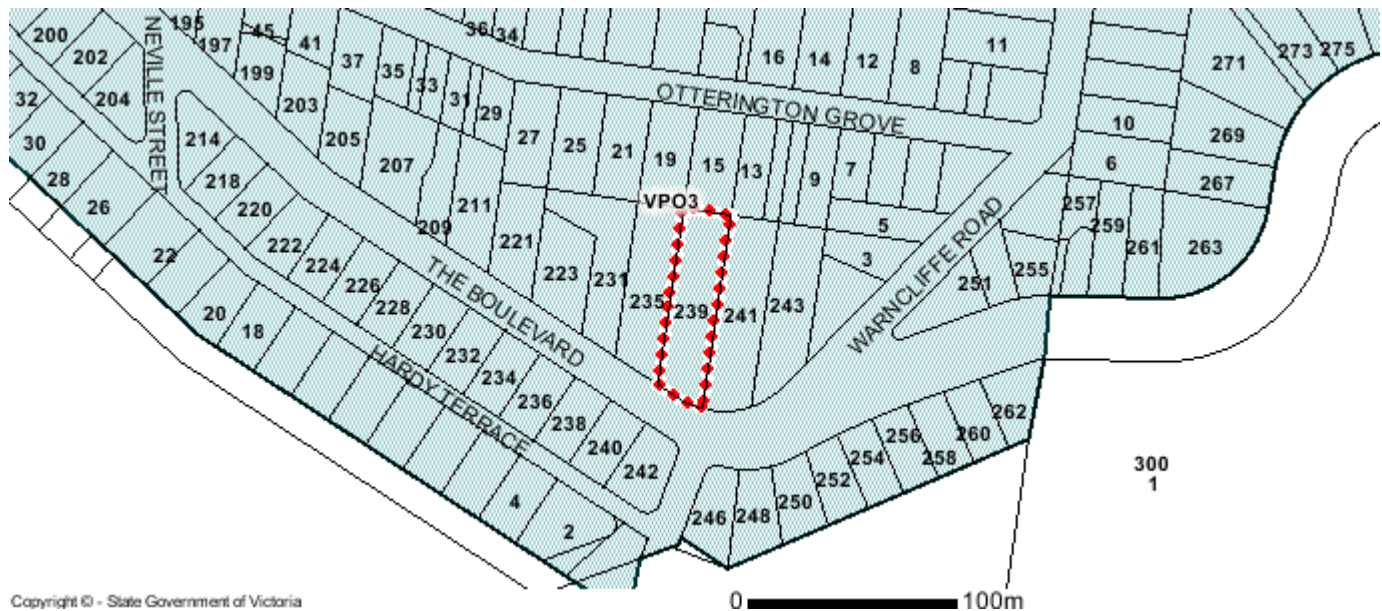


 SLO - Significant Landscape

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 3 \(VPO3\)](#)



 VPO - Vegetation Protection

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PLANNING PROPERTY REPORT: 239 THE BOULEVARD IVANHOE EAST 3079

Page 3 of 5

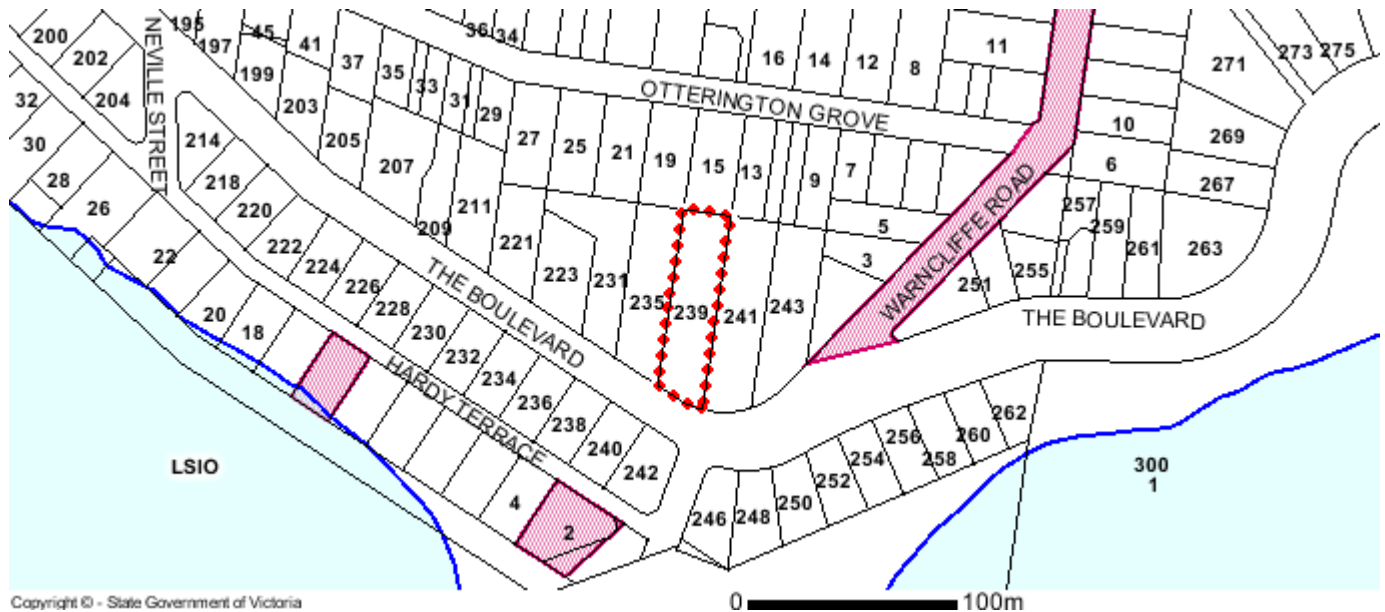
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



 HO - Heritage  LSIO - Land Subject to Inundation

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

Further Planning Information

Planning scheme data last updated on 23 September 2020.

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>

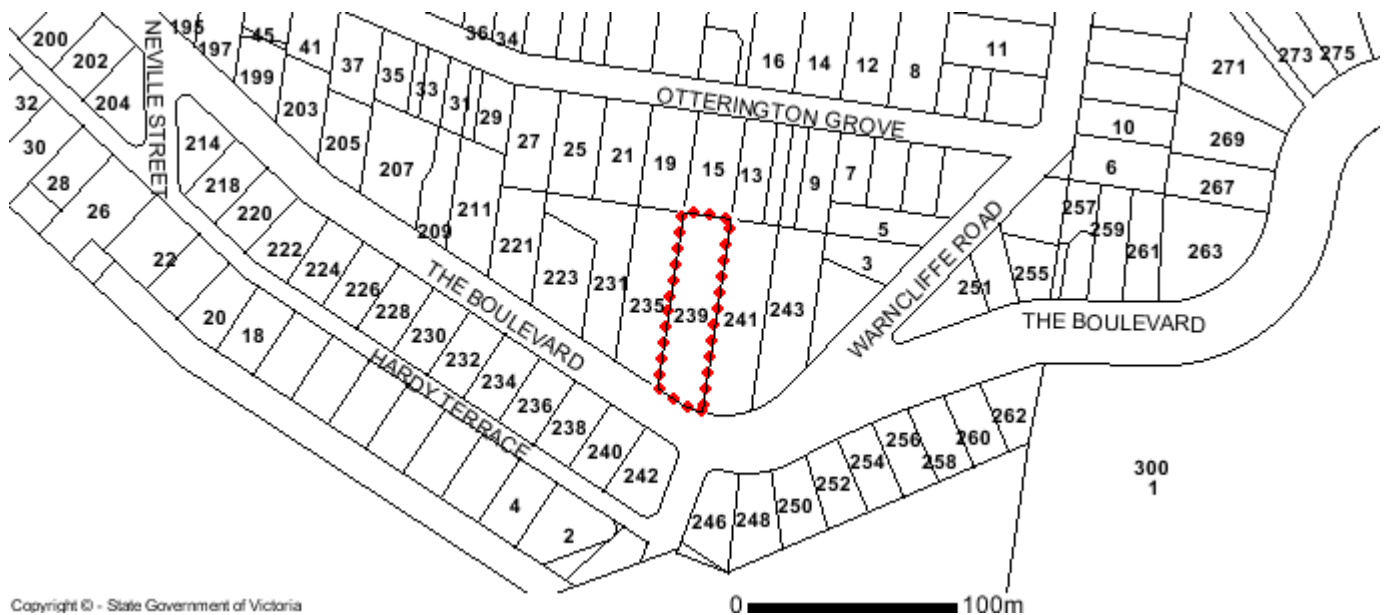
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

685260

APPLICANT'S NAME & ADDRESS

RANGLES COOPER AND CO. PTY. LTD. C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

RIZZETTI, WAYNE STANLEY

PURCHASER

N/A, N/A

REFERENCE

4531

This certificate is issued for:

LOT 63 PLAN LP6228 ALSO KNOWN AS 239 THE BOULEVARD IVANHOE EAST
BANYULE CITY

The land is covered by the:

BANYULE PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 3
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4

A Proposed Amending Planning Scheme C115 has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - C115

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/banyule>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

29 September 2020

Hon. Richard Wynne MP
Minister for Planning

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) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



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.

LAND INFORMATION CERTIFICATE
Section 229 Local Government Act, 1989
Applicant:

 Randles Cooper & Co
 C/- InfoTrack via LANDATA
 GPO Box 527
 MELBOURNE VIC 3001

 Issue date: 30/09/2020
 Assessment Number: 265611
 Certificate Number: 99079135

Your Reference: 41150841-017-6

 Property Location: 239 The Boulevard IVANHOE EAST 3079
 Title: LOT: 63 LP: 6228

 Volume No: 5522
 Folio No. 225

 Capital Improved Value: \$3,300,000
 Site Value: \$3,150,000
 Net Annual Value: \$165,000
 Effective Date: 01/07/2020
 Base Date: 01/01/2020

Period: 01 July 2020 – 30 June 2021

.....

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

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

.....

1. RATES CHARGES AND OTHER MONIES:

Residential Improved Date Levied 27/07/2020	\$6,975.21
MFB Residential Fixed Date Levied 27/07/2020	\$113.00
MFB Residential ad valorem Date Levied 27/07/2020	\$178.20
Rate Arrears to 30/06/2020:	\$0.00
Interest to 10/03/2020:	\$0.00
Other Monies:	\$0.00
Less Pensioner Rebate:	\$0.00
Less Payments:	-\$1,818.41
Less Other Adjustments:	\$0.00
Total Due:	\$5,448.00
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
Total Rates, Debtors and Special Rates and Charges:	\$5,448.00

NOTE: In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land that are due and payable. **RATES ARE PAYABLE BY 4 INSTALMENTS. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.0% P.A applied from the date the instalment was due.** Instalment due dates are 30 September, 30 November, 28 February and 31 May each year.

2. **OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT:**

There is no money owed for works under the Local Government Act 1958.
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no potential liability for land to become rateable under Section 173(1) & (2) and (a) & (b) 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, orders or agreements on the land that have been served by Council under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council, which have a continuing application as at the date of this certificate, unless shown below.

3. **OTHER INFORMATION:**

This property is in the Metropolitan Fire Brigade Area and is governed by the Metropolitan Fire Brigade Act 1958.

BPay Payment Details: Biller Code 8755 Reference Number 600000000265611

4. **STORMWATER FLOWS:**

This property has been assessed as not being subject to overland stormwater flows.

5. **SPECIAL NOTES:**

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.
After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant or to a third party upon confirmation of certificate number, regarding the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Please note that updates will not be provided after the 90 day period has passed where a certificate has been applied for in the preceding rate year.

6. **FIRE SERVICES PROPERTY LEVY – SPECIAL NOTES**

If the property shown on this certificate is currently exempt from Fire Services Property Levy, it may be subject to a pro rata fixed charge component and ad valorem levy from the date of sale/transfer of ownership.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Banyule City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.00 being the fee for this certificate.

For further information contact: REVENUE SERVICES 9490 4280.



CERTIFICATE PREPARED BY



AUTHORISED OFFICER

29th September 2020

Randles Cooper and Co. Pty. Ltd. C/- InfoTrack C/-
LANDATA

Dear Randles Cooper and Co. Pty. Ltd. C/- InfoTrack C/-,

RE: Application for Water Information Statement

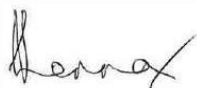
Property Address:	239 THE BOULEVARD IVANHOE EAST 3079
Applicant	Randles Cooper and Co. Pty. Ltd. C/- InfoTrack C/- LANDATA
Information Statement	30554189
Conveyancing Account Number	7959580000
Your Reference	4531

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	239 THE BOULEVARD IVANHOE EAST 3079
------------------	-------------------------------------

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.

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.

Melbourne Water Encumbrance

Property Address	239 THE BOULEVARD IVANHOE EAST 3079
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

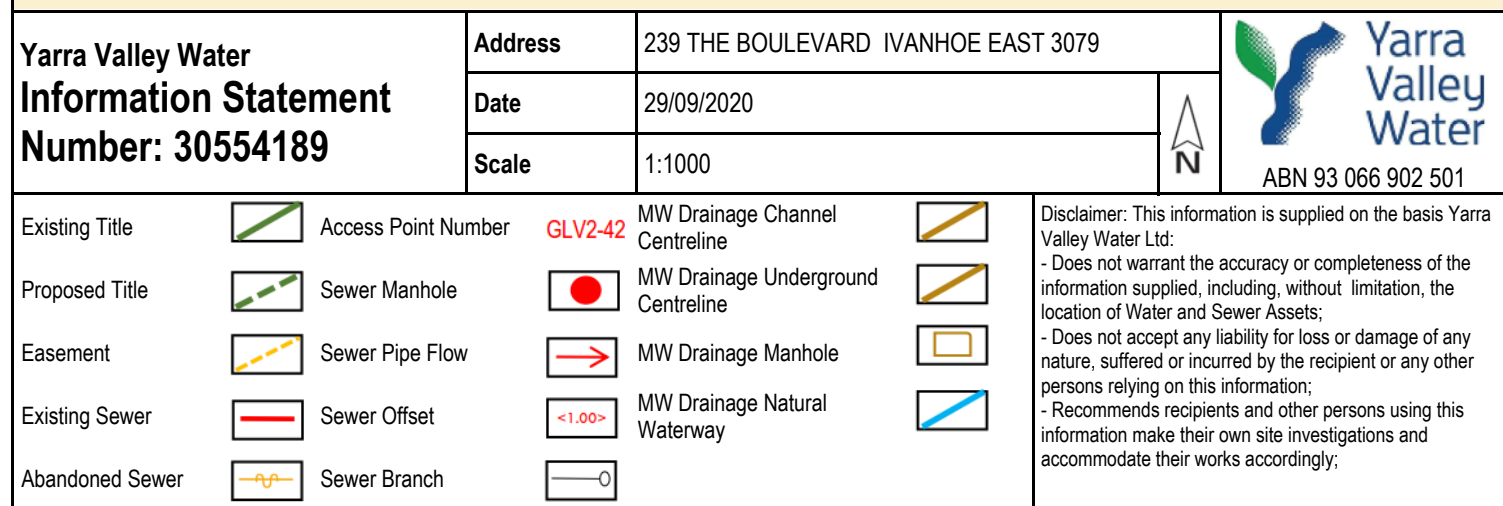
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.



Randles Cooper and Co. Pty. Ltd. C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5434350000
Rate Certificate No: 30554189

Date of Issue: 29/09/2020
Your Ref: 4531

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
239 THE BOULEVARD, IVANHOE EAST VIC 3079	63\LP6228	1162947	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2020 to 30-09-2020	\$19.69	\$0.00
Residential Water Usage Charge Step 1 – 37.840000kL x \$2.66200000 = \$40.99 Step 1 – 0.000000kL x \$2.64460000 = \$59.34 Step 2 – 15.160000kL x \$3.17870000 = \$19.61 Step 2 – 0.000000kL x \$3.17870000 = \$28.58 Estimated Average Daily Usage \$1.73	26-05-2020 to 20-08-2020	\$148.52	\$0.00
Residential Sewer Service Charge	01-07-2020 to 30-09-2020	\$115.51	\$0.00
Residential Sewer Usage Charge 53.000000kL x 0.995658 = 52.769899 x 0.900000 = 47.492909 x \$1.14260000 = \$54.27 Estimated Average Daily Usage \$0.63	26-05-2020 to 20-08-2020	\$54.27	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$80.07	\$0.00
Drainage Fee	01-07-2020 to 30-09-2020	\$26.29	\$0.00
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			\$0.00
Total Due			\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
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.

Property No: 1162947**Address:** 239 THE BOULEVARD, IVANHOE EAST VIC 3079**Water Information Statement Number:** 30554189**HOW TO PAY**Biller Code: 314567
Ref: 54343500000**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1162947**Address:** 239 THE BOULEVARD, IVANHOE EAST VIC 3079**Water Information Statement Number:** 30554189**Cheque Amount:** \$

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / RANGLES COOPER AND CO. PTY. LTD.

Your Reference:	228592
Certificate No:	40051491
Issue Date:	29 SEP 2020
Enquiries:	AXT8

Land Address: 239 THE BOULEVARD IVANHOE EAST VIC 3079

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10504951	63	6228	5522	225	\$0.00

Vendor: JENNIFER IRENE BELL & WAYNE STANLEY RIZZETTI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MRS DOROTHY JEAN RIZZ	2020	\$3,083,000	\$0.00	\$0.00	\$0.00

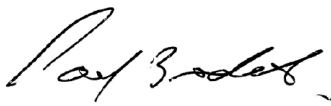
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$3,226,000
SITE VALUE:	\$3,083,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40051491

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$26,842.50

Taxable Value = \$3,083,000

Calculated as \$24,975 plus (\$3,083,000 - \$3,000,000) multiplied by 2.250 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40051491

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: 40051491

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Client Reference: **41150841-019-0**

02/10/2020

Landata

C/o Landata.online@victorianlrs.com.au

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51
Requests for information

239 The Boulevard Ivanhoe East 3079

Reg 51 (1)

Details of any permit or certificate of final inspection issued in the preceding 10 years: **Nil**

Details of any current notice or order issued by the relevant building surveyor under the Act:
Nil

The above summary is an extract of Council records and does not guarantee the current status of the building. An inspection has not been specially conducted as a result of your enquiry, therefore answers are provided from information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

Yours faithfully



Danny Hick
Municipal Building Surveyor
Banyule City Council

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page](#) on the [Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page](#) on the [Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal](#) on the [Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page](#) on the [Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page](#) on the [Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page](#) on the [Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page](#) on the [Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#)