DATED 2023

LISA TSOLACOS

to

CONTRACT OF SALE OF LAND

Property: 31 Machell Way, Greenvale 3059

WINDMILL CONVEYANCING
Licensed Conveyancers
PO Box 5288
Mordialloc Vic 3195

Tel: 9772 1630
Fax: 9772 1619
Ref: DM:10118

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

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

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

.....

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

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

SIGNED BY THE VENDOR: .....

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

Print name(s) of person(s) signing: **LISA TSOLACOS**

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

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

Email: tullamarine@jasonrealestate.com.au

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

Vendor

LISA TSOLACOS

Vendor's legal practitioner or conveyancer

Windmill Conveyancing
PO Box 5288, Mordialloc VIC 3195

Email: windilia@optusnet.com.au
Tel: 9772 1630 Mob: Fax: 9772 1619 Ref: DM:10118

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12173	Folio	027	17	PS743060M
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **31 Machell Way, Greenvale 3059**

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

Fixtures and fittings of a fixed nature, as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

See attached Special Conditions

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

ADDITIONAL SPECIAL CONDITIONS

1. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

2. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

3. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

4. Deposit

The deposit payable hereunder shall be ten per cent (10%) of the purchase price.

5. Auction (if applicable)

If the property is sold by public auction, the provisions of this special condition shall apply

5.1 Subject to the reserve price the highest bidder whose bid is accepted by the auctioneer will be the purchaser

5.2 The auctioneer may refuse any bid, but no bid may be retracted

5.3 The auctioneer may withdraw the Property from sale at any time

5.4 If any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the property again at the last undisputed bid

5.5 The auctioneer may determine the maximum or minimum amount by which the bidding may be advanced

5.6 The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction

5.7 The Vendor reserves the right to:

5.7.1 bid personally or by an agent provided that such bid is fully disclosed as being a “vendor’s bid”

5.7.2 withdraw the property at any time before it is actually sold without disclosing the reserve price

5.8 The successful bidder must immediately on the fall of the hammer sign this Contract. If the successful bidder fails to do so within 15 minutes the Vendor may, without prejudice to the vendors rights against the successful bidder, re-offer the property for sale to any other person

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 price.

6. Guarantee

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

7. FIRB Approval

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
If there is a breach of the warranty contained in clause (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
This warranty and indemnity do not merge on completion of this contract.

8. Condition of Chattels

The Purchaser acknowledges that he/she has inspected the property and chattels prior to the day of sale. He/she agrees that he/she is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. He/she agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

9. Connection of Services

The Purchaser acknowledges that services are 'connected' where they are provided by an authority and operating e.g. the electricity is connected and it is working on the day of sale. The Vendor may terminate their account with the service provider prior to settlement. In such circumstances it is the Purchaser's responsibility to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

10. Representation or Warranty

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his/her servants or agents from any claims demands in respect thereof.

11. Restrictions

The land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

12. Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contact between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contact ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

(a) All costs associated with obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance.
(b) Interest payable by the Vendor under an 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 Vendors Solicitor and the Vendor.
(e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors purchase.

13. Fractional Interest

(a) If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
(b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty additional duty which may be assessed as a result of the variation.
(c) The purchaser fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

This special Condition will not merge on completion.

14. Foreign Acquisition

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

15. Settlement re-booking fee

The purchaser agrees to pay the Vendors representative costs of $220.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date. The re-settlement fee is to be allowed on the Statement of Adjustments and paid at time of settlement.

16. Nomination

General Condition 4 is amended by inserting the following

16.1 **Procedure**: If the purchaser nominates a substitute or additional purchaser ("Nominee") all arrangements concerning the nomination must be documentation and completed (at the purchaser's expense), to the reasonable satisfaction of the Vendor

16.2 **Guarantee and Indemnity**: If the Nominee is or includes a corporation (Other than a corporation whose shares are listed on the Australian Stock Exchange) the purchaser must deliver to the vendor at the same time that it notifies the vendor of the nomination a Guarantee and Indemnity

16.2.1 duly completed and executed by every director of the Nominee; or

16.2.2 if the nominee is a wholly-owned subsidiary of a corporation whose shares are listed on the Australian Stock Exchange, duly completed and executed by the listed corporation

16.3 **Conditions of Nomination**: The Purchaser must not nominate a Nominee unless

16.3.1 the purchaser is not in default under the contract

16.3.2 the purchaser obtains the prior written consent of the Vendor. The Vendor in its sole discretion has the right to refuse any nomination request.

16.3.3 the purchaser provides notice of the nomination to the vendor no less than 14 days prior to the date of settlement or 14 days prior to the registration of the plan of subdivision whichever is the earlier unless otherwise agreed in writing

The Vendor, in its sole discretion, has the right to refuse any nomination made by the purchaser it its representative after the date of registration of the plan of subdivision.

16.3.4 the Nominee is not a person required to give notice of its intention to purchase the land under the Foreign Acquisitions and Takeovers Act 1975 (Cth); and

16.3.5 the nominee agrees to comply with the obligations of the purchaser under this contract.

16.3.6 If the Vendor consents to the nomination, the named purchaser acknowledges that it remains liable for the due performance of all the purchasers' obligations under this contract.

16.3.7 Vendors legal representative costs of $330.00 to be adjusted at settlement.

17. Vendor will comply with Section 106 Notice

The purchaser acknowledges that the Section 106 notice dated 24/06/2023 attached in the Vendor Statement has been received by the Vendor. The Vendor agrees to obtain removal of this Section 106 notice dated 24/06/2023. The Purchaser cannot delay settlement or seek compensation should the Section 106 Notice dated 24/06/2023 not be removed prior to settlement. This is an essential term of the Contract and does not merge upon settlement.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

S C H E D U L E

Vendor: Lisa Tsolacos

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2023.

SIGNED SEALED AND DELIVERED by)
)
the said Guarantor)
)
in Victoria in the presence of:)
)

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	31 Machell Way, Greenvale 3059	
Vendor's name	Lisa Tsolacos	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	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.

(a) Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

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:

Not Applicable – save for Building Notice in Section 5.

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.

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

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

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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

VOLUME 12173 FOLIO 027

Security no : 124109616490U
Produced 09/10/2023 10:48 AM

LAND DESCRIPTION

Lot 17 on Plan of Subdivision 743060M.
PARENT TITLE Volume 11202 Folio 766
Created by instrument PS743060M 10/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LISA TSOLACOS of 4 TESS COURT NARRE WARREN VIC 3805
AS889862D 14/01/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX082094E 25/07/2023
BNY TRUST COMPANY OF AUSTRALIA LTD

COVENANT PS743060M 10/12/2019

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

DIAGRAM LOCATION

SEE PS743060M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX082093G (E)	DISCHARGE OF MORTGAGE	Registered	25/07/2023
AX082094E (E)	MORTGAGE	Registered	25/07/2023

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

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

Street Address: 31 MACHELL WAY GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 25/07/2023

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS743060M**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**09/10/2023 10:50**

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PLAN OF SUBDIVISION

EDITION 1	PS 743060M

LOCATION OF LAND

Parish : YUROKE
Township : -
Section : 2
Crown Allotment : -
Crown Portion : C (PART)

Title Reference : VOL. 11202 FOL. 766

Last Plan Reference : LP115075, Lot 8

Postal Address : (at time of subdivision) 715 MICKLEHAM ROAD GREENVALE VIC 3059

MGA Co-ordinates (of approx. centre of land in plan) **E** 312 819 **N** 5 831 169 ZONE : 55

Council Name: Hume City Council

Council Reference Number: S008470
Planning Permit Reference: P19961
SPEAR Reference Number: S115646C

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Patrick Mora for Hume City Council on 12/06/2018

Statement of Compliance issued: 20/11/2019

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
R-1	HUME CITY COUNCIL
R-2	HUME CITY COUNCIL
RESERVE No.1	HUME CITY COUNCIL
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD

NOTATIONS

DEPTH LIMITATION: Does not apply.

Survey : THIS PLAN IS BASED ON SURVEY.

Staging : THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. P19961

To be completed where applicable:
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)
IN PROCLAIMED SURVEY AREA No.

NOTATIONS

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS, SEE SHEETS 5 FOR DETAILS.

EASEMENT INFORMATION

LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1,E-3	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL
E-2,E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER

CHARTER.
KECK CRAMER
Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

SURVEYOR'S REF: J075071 10/01/18

Digitally signed by: Nicholas John Moore, Licensed Surveyor,
Surveyor's Plan Version (4),
08/06/2018, SPEAR Ref: S115646C

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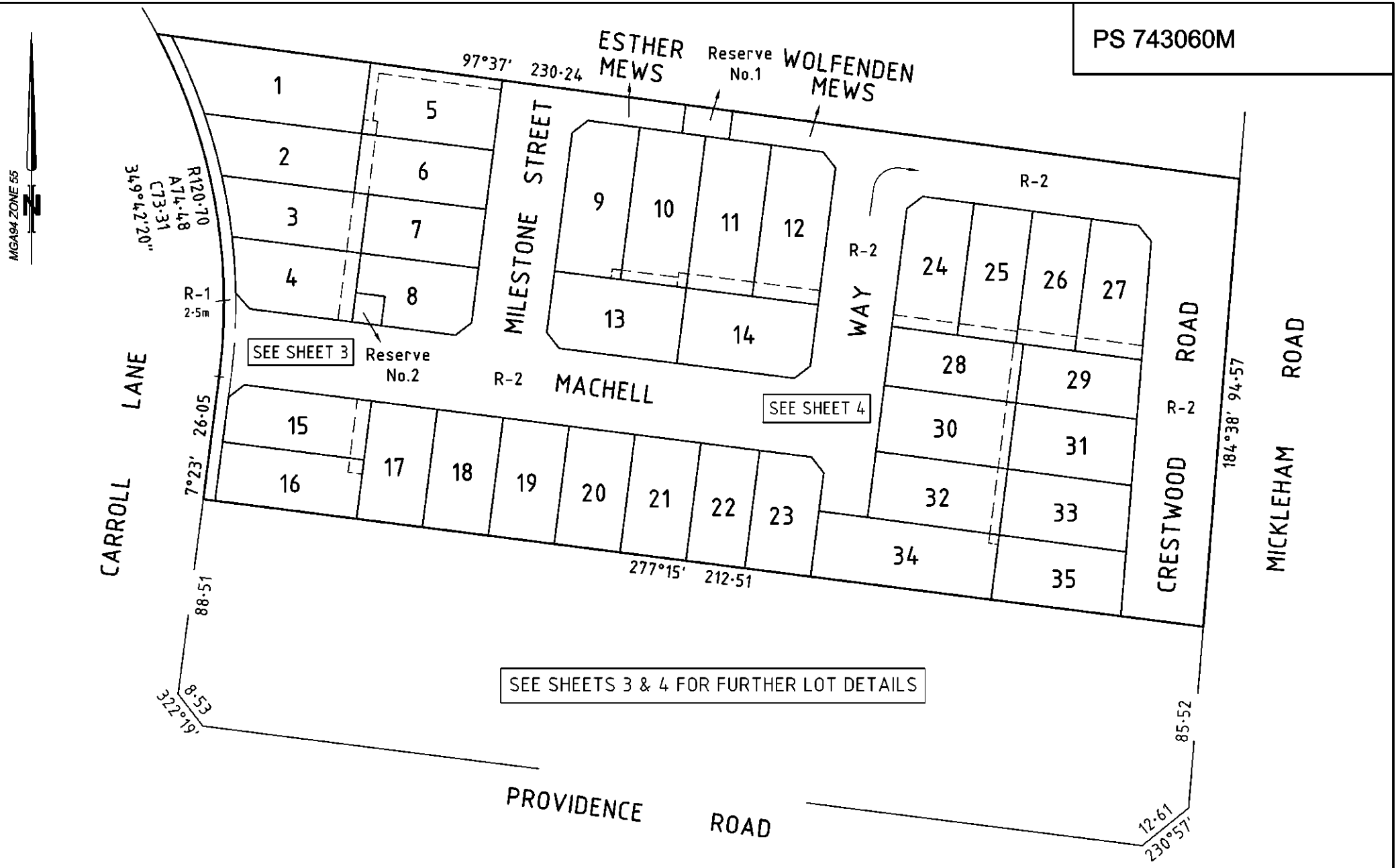
PLAN REGISTERED
TIME: 5:33 PM DATE: 10/12/2019
C. Grosso
Assistant Registrar of Titles

PS 743060M



SURVEYOR'S REF: J075071

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7·5 0 15 30
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SHEET 2

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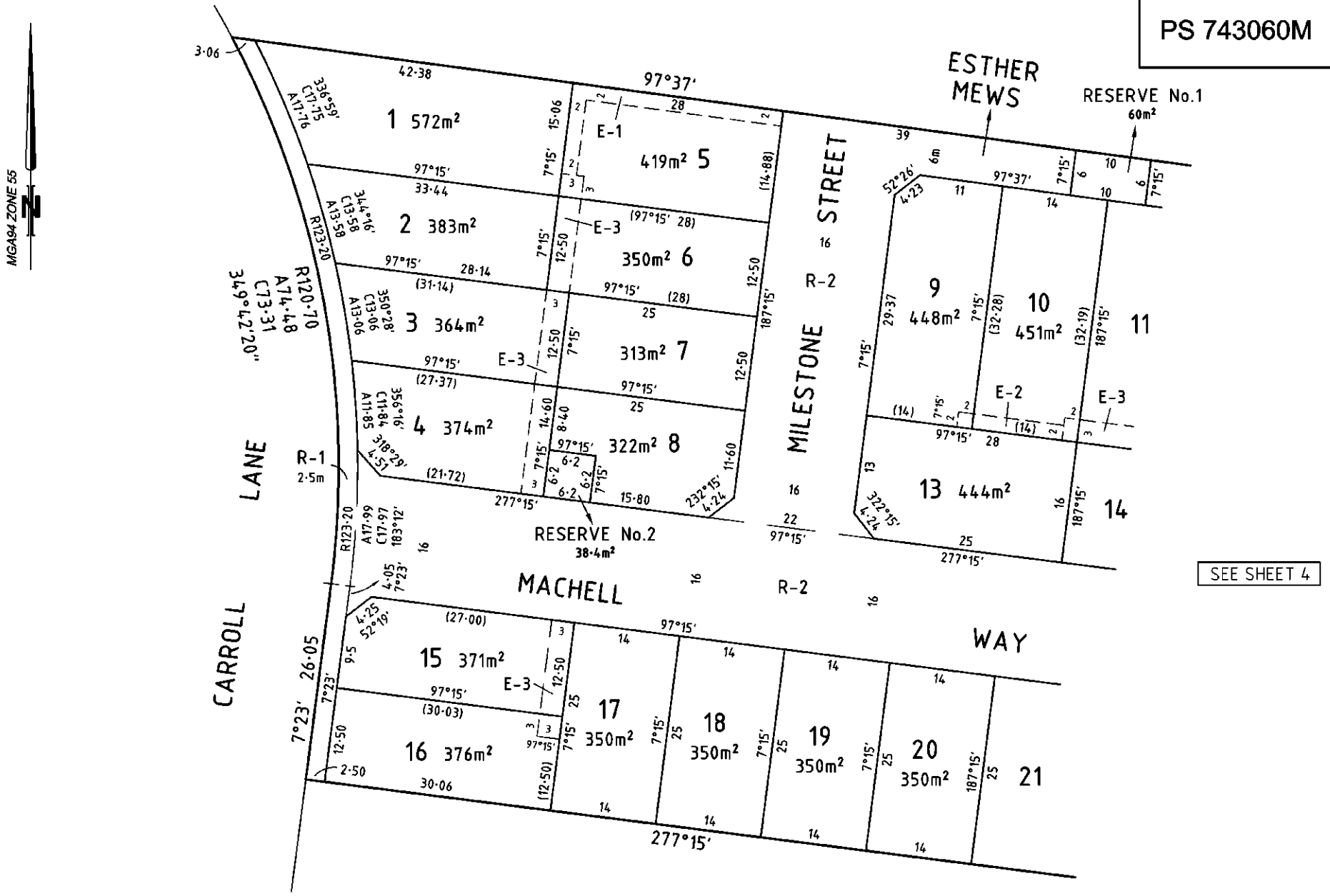
PS 743060M



SURVEYOR'S REF: J075071	SCALE 1:500 — 5 0 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	Digitally signed by: Nicholas John Moore, Licensed Surveyor, Surveyor's Plan Version (4), 08/06/2018, SPEAR Ref: S115646C	Digitally signed by: Hume City Council, 12/06/2018, SPEAR Ref: S115646C	

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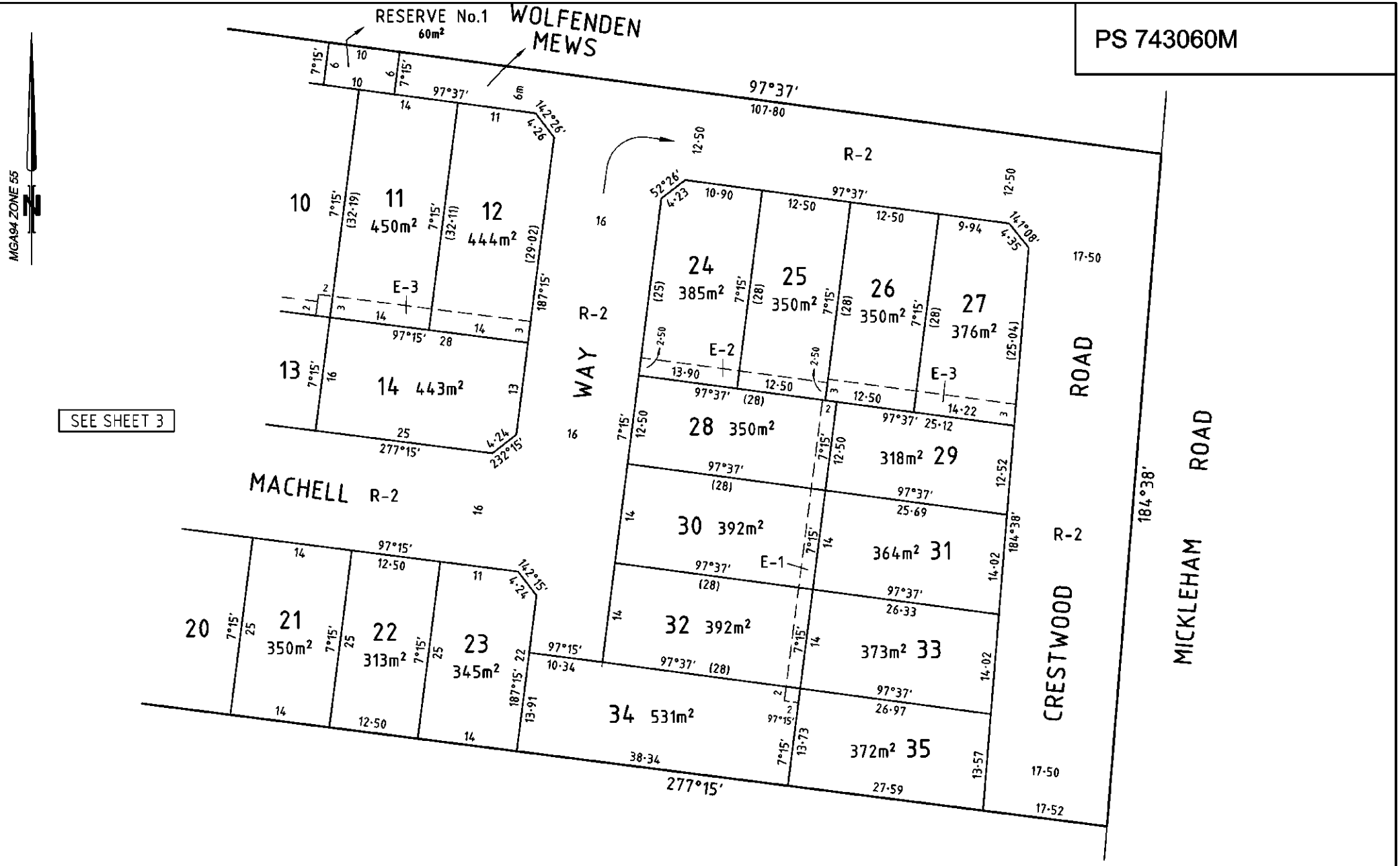

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LENGTHS ARE IN METRES

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SHEET 4

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SPEAR Ref: S115646C

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CREATION OF RESTRICTION 1

PS 743060M

Upon registration of this plan the following restriction is created:

Land to be burdened: See Table 1
Land to benefit: See Table 1

Description of Restriction

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

Build or erect or allow to be built or erected any building or structure other than a building or structure which is built or erected in accordance with the Building Envelopes contained in Instrument PS743060M except with the written consent of the Responsible Authority.

This restriction shall cease to apply 10 years after the date of issue of an occupancy permit under the Building Act 1993 for the dwelling on the relevant burdened lot.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN		BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 5		19	18, 20
2	1, 3, 6		20	19, 21
3	2, 4, 7		21	20, 22
4	3, 8		22	21, 23
5	1, 6		23	22, 34
6	2, 5, 7		24	25, 28
7	3, 6, 8		25	24, 26, 28
8	4, 7		26	25, 27, 29
9	10, 13		27	26, 29
10	9, 11, 13		28	24, 25, 29, 30
11	10, 12, 14		29	26, 27, 28, 31
12	11, 14		30	28, 31, 32
13	9, 10, 14		31	29, 30, 33
14	11, 12, 13		32	30, 33, 34
15	16, 17		33	31, 32, 35
16	15, 17		34	23, 32, 35
17	15, 16, 18		35	33, 34
18	17, 19			

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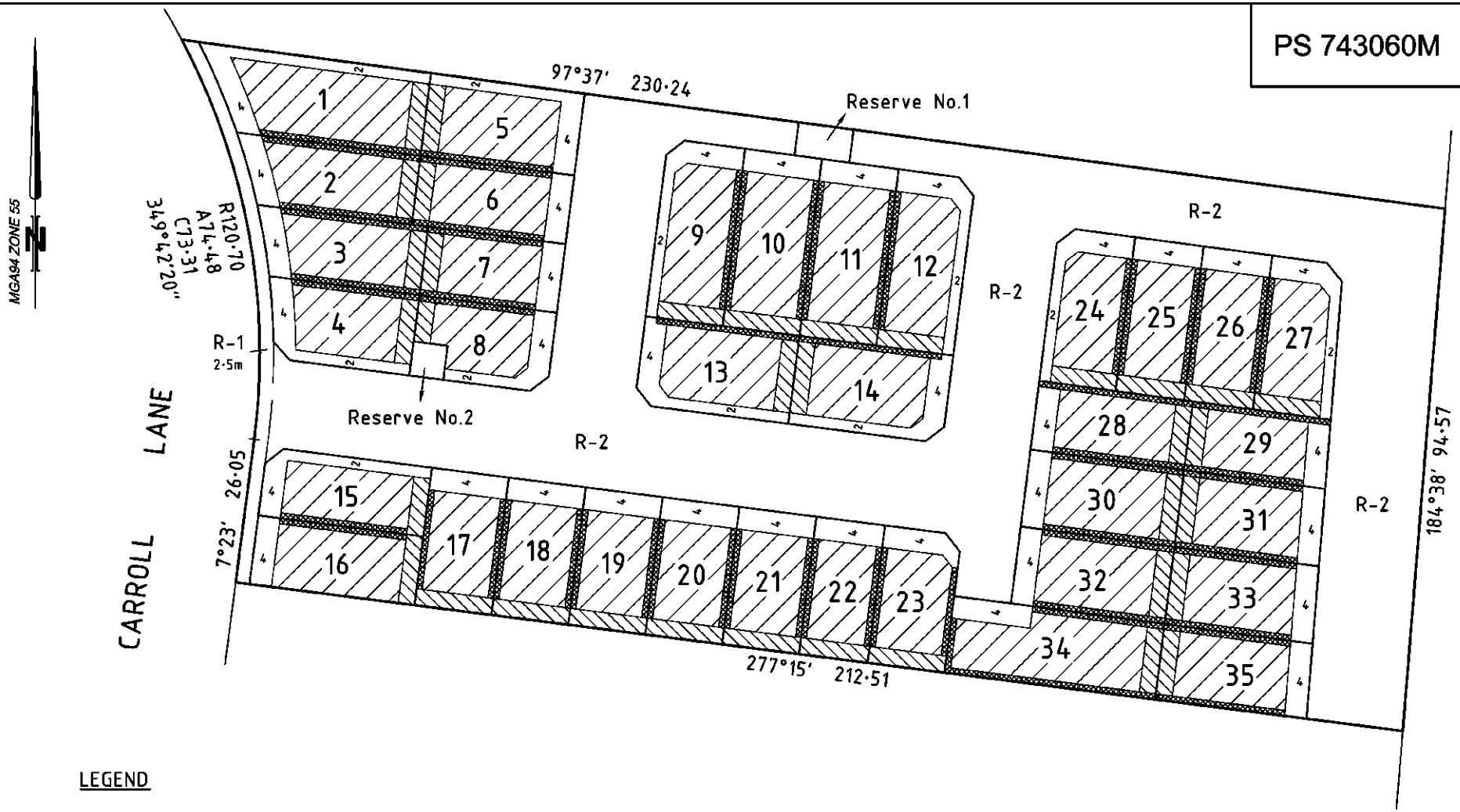
PS 743060M



LEGEND

BUILDING ENVELOPE

3m SETBACK TO REAR BOUNDARY

1m SETBACK TO SIDE BOUNDARY

BUILDING ENVELOPE PLAN

SURVEYOR'S REF: J075071

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SHEET 6

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

970646

APPLICANT'S NAME & ADDRESS

WINDMILL CONVEYANCING C/- TRISEARCH (WEBSITE) C/- LANDATA

MELBOURNE

VENDOR

TSOLACOS, LISA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

608761

This certificate is issued for:

LOT 17 PLAN PS743060 ALSO KNOWN AS 31 MACHELL WAY GREENVALE
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 URBAN GROWTH ZONE - SCHEDULE 6
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE (https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

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/

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

10 October 2023

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

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

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

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.

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 19 October 2023 08:47 AM

PROPERTY DETAILS

Address:	**31 MACHELL WAY GREENVALE 3059**
Lot and Plan Number:	**Lot 17 PS743060**
Standard Parcel Identifier (SPI):	**17\PS743060**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**732973**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 178 H11**

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:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

OTHER

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

View location in VicPlan

Note

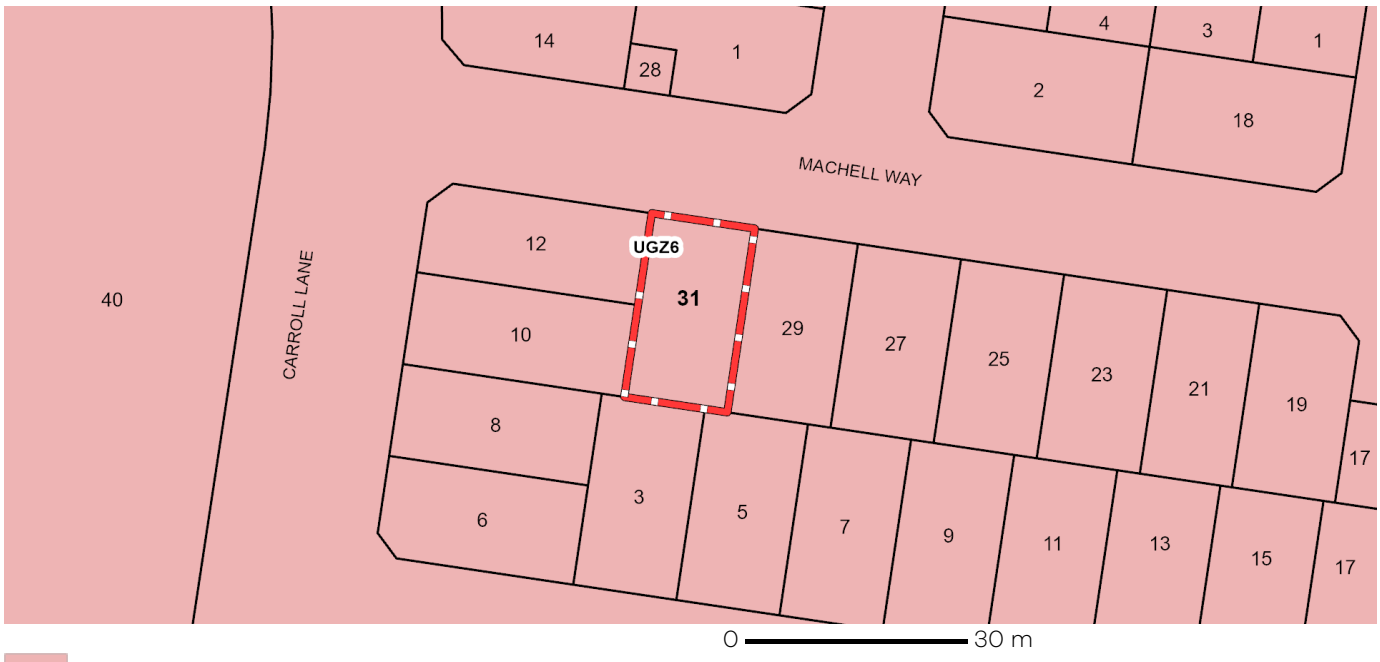
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 6 (UGZ6)



UGZ - Urban Growth

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

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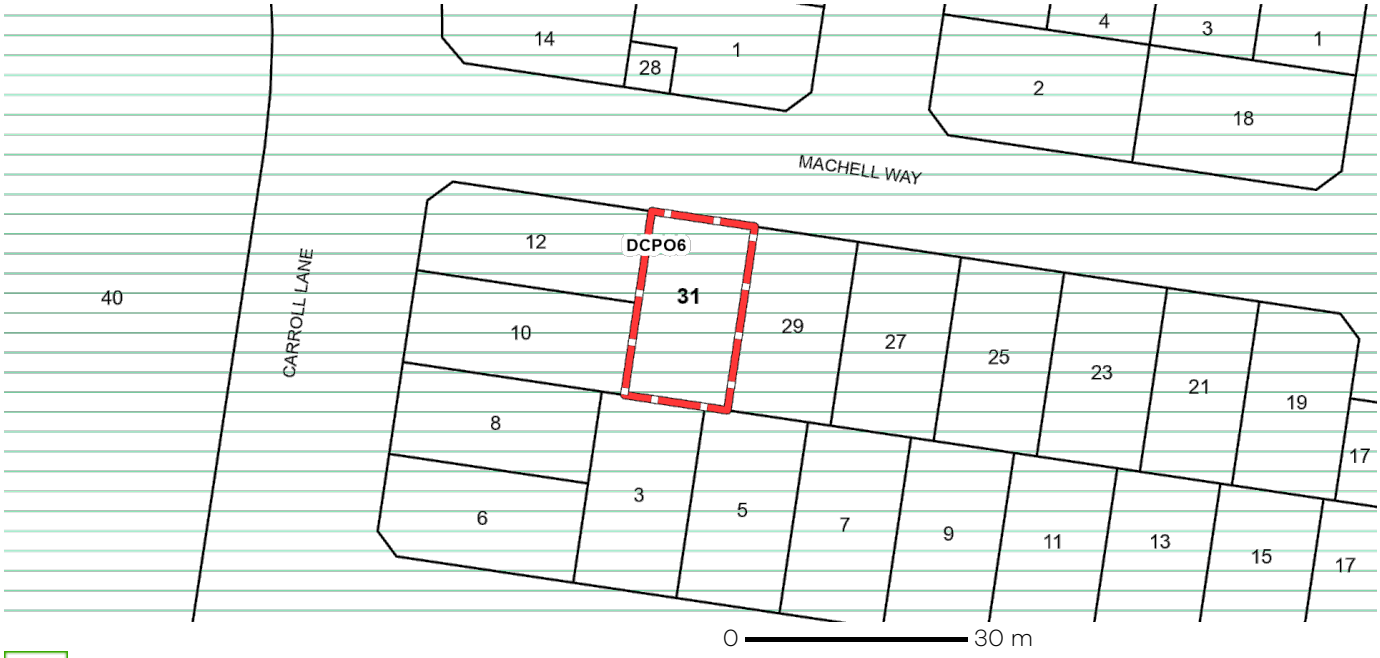
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)

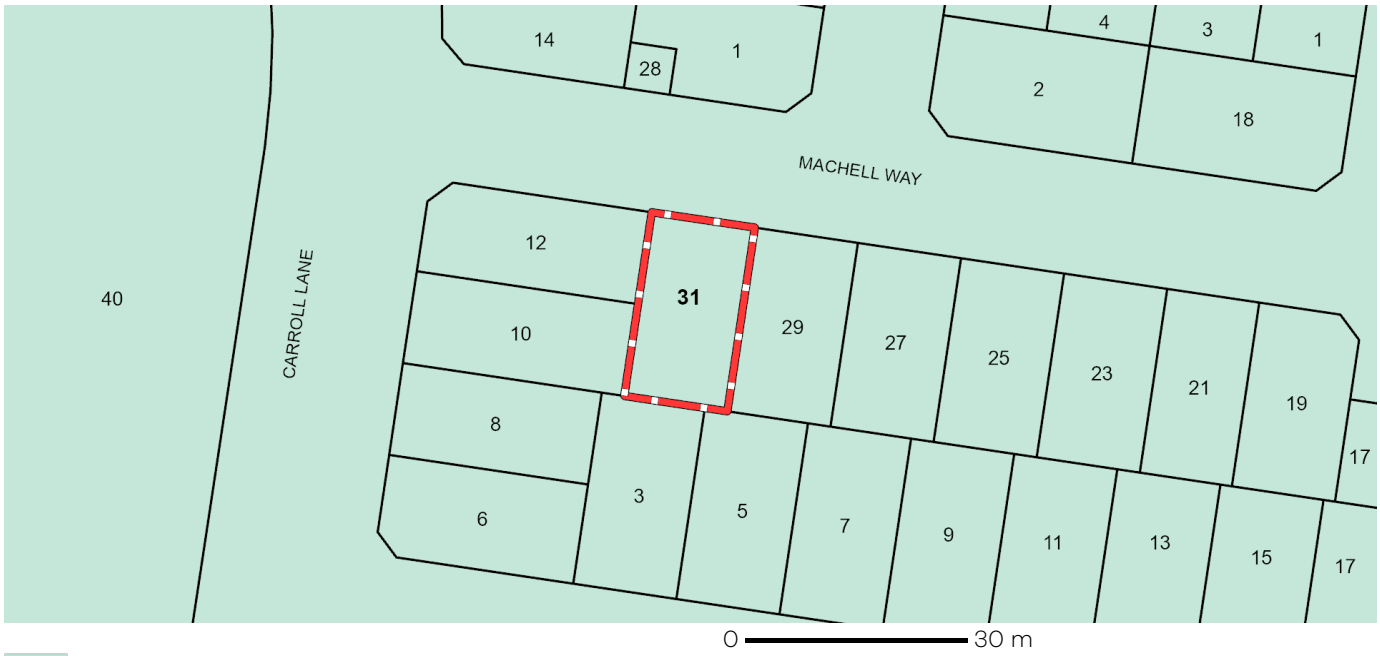


DCPO - Development Contributions Plan Overlay

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

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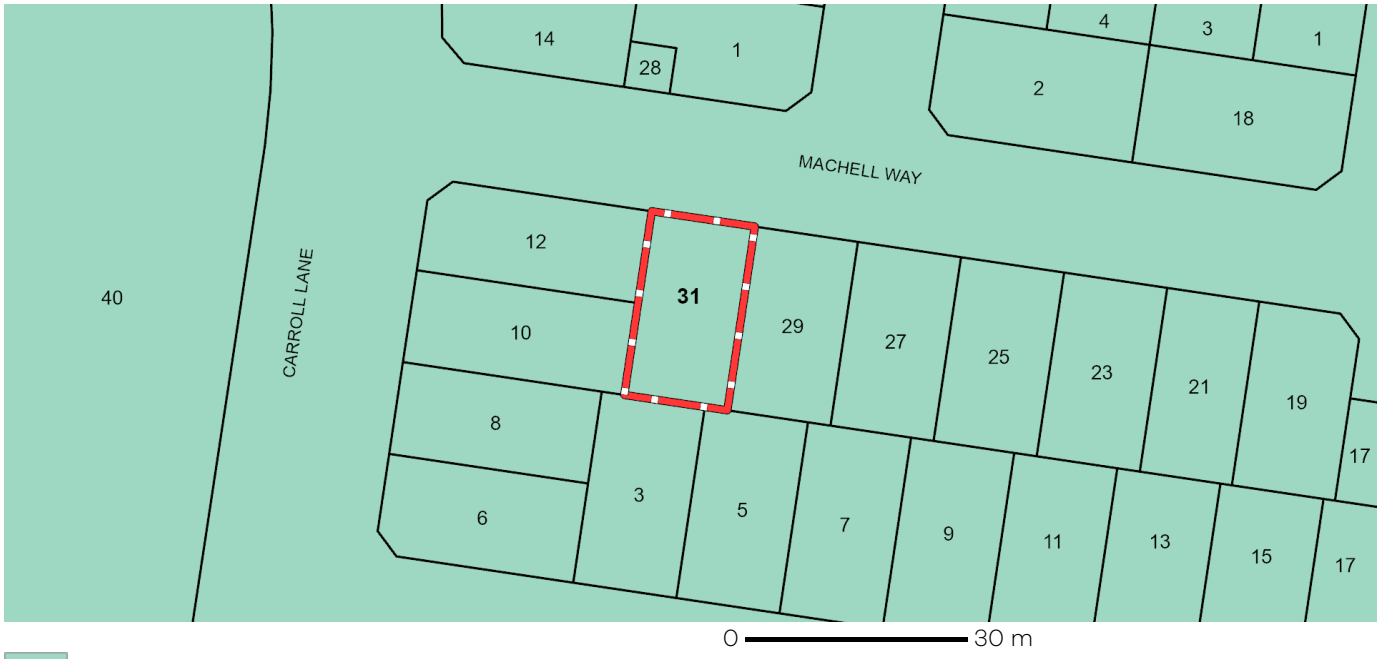
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.
Follow the link for more details: https://nvim.delwp.vic.gov.au/BCS



Melbourne Strategic Assessment Area

Further Planning Information

Planning scheme data last updated on 12 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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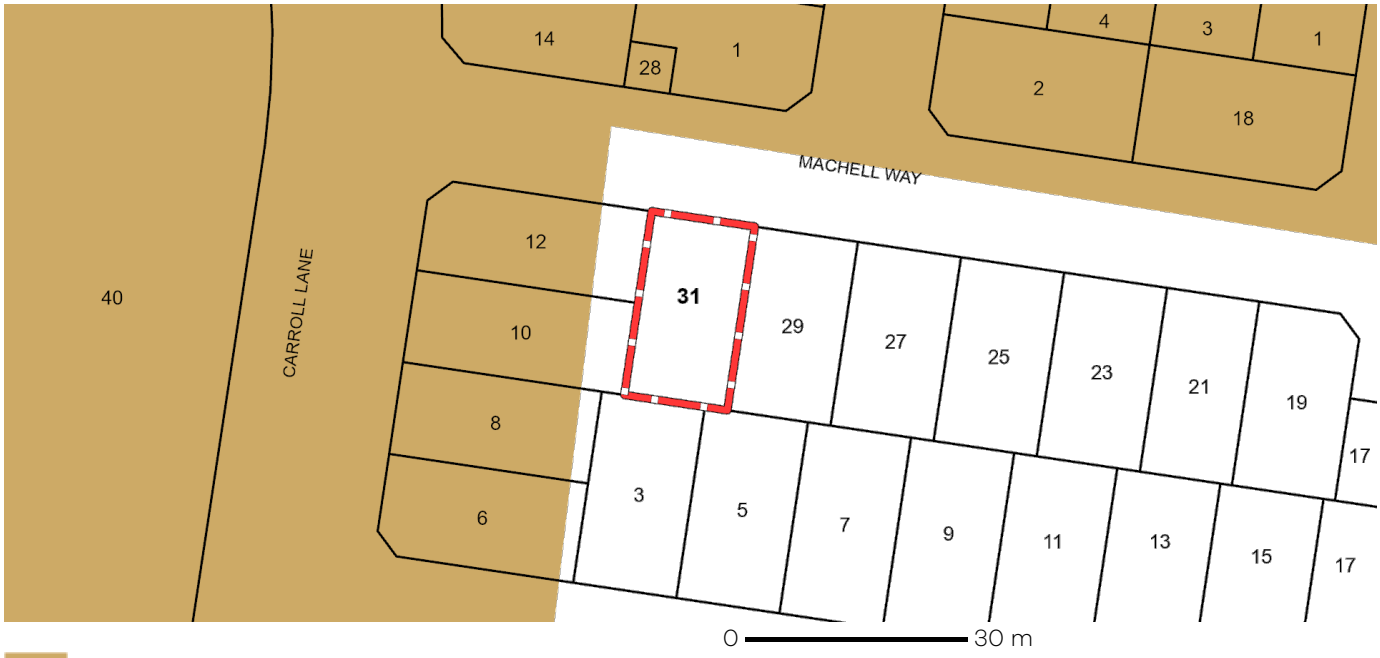
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

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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

9th October 2023

Windmill Conveyancing C/- triSearch (Website) C/-
LANDATA

Dear Windmill Conveyancing C/- triSearch (Website) C/- ,

RE: Application for Water Information Statement

Property Address:	31 MACHELL WAY GREENVALE 3059
Applicant	Windmill Conveyancing C/- triSearch (Website) C/- LANDATA
Information Statement	30799958
Conveyancing Account Number	7959580000
Your Reference	608761

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

YARRA VALLEY WATER
ABN 93 066 902 501

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Yarra Valley Water Property Information Statement

Property Address	31 MACHELL WAY GREENVALE 3059

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 has an Overflow Relief Cap (ORC) installed which is an anti-infiltration device that seals against storm water entering sewer drain during flood conditions. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain this and to ensure that ORC is fitted to the Overflow Relief Gully at all times. If this cannot be located, cost of rectifications may be charged to the owner.

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	31 MACHELL WAY GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

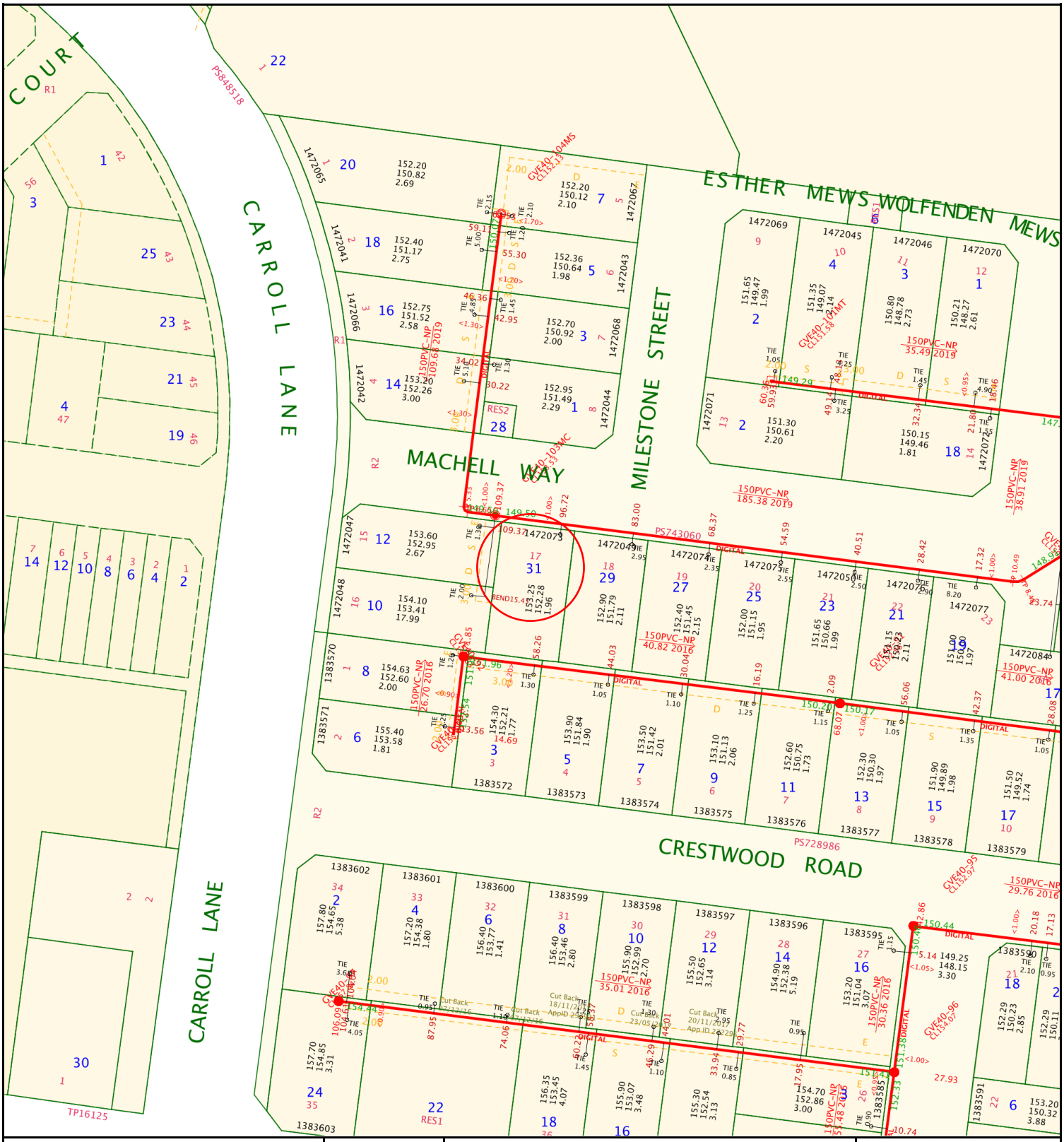
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30799958**	**Address**	31 MACHELL WAY GREENVALE 3059	Yarra Valley Water ABN 93 066 902 501
	Date	09/10/2023	N
	Scale	1:1000	

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

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

30th April 2022

Application ID: 540109

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

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1472073

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 tappings, 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.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. 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.

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.

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.

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.

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ABN 93 066 902 501

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yvw.com.au

Windmill Conveyancing C/- triSearch (Website) C/- LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8607755800
Rate Certificate No: 30799958

Date of Issue: 09/10/2023
Your Ref: 608761

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
31 MACHELL WAY, GREENVALE VIC 3059	17\PS743060	5225180	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	$20.26	$20.26
Residential Water Usage Charge *Step 1 – 3.160000kL x $2.44510000 = $7.73* Estimated Average Daily Usage $0.43	12-06-2023 to 30-06-2023	$7.73	$0.00
Residential Water and Sewer Usage Charge ** *Step 1 – 12.840000kL x $3.34380000 = $42.93* Estimated Average Daily Usage $0.60	01-07-2023 to 11-09-2023	$42.93	$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	$115.72	$115.72
Parks Fee *	01-10-2023 to 31-12-2023	$21.33	$21.33
Drainage Fee	01-10-2023 to 31-12-2023	$29.70	$29.70
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	$240.96
		Total for This Property	$427.97

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
715 MICKLEHAM RD, GREENVALE VIC 3059	8\LP115075	1340821	Superseded

Agreement Type	Period	Charges	Outstanding
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

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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ABN 93 066 902 501

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

Property No: 5225180

Address: 31 MACHELL WAY, GREENVALE VIC 3059

Water Information Statement Number: 30799958

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 86077558002

Amount Paid		Date Paid		Receipt Number	

30th April 2022

Stuart Mcdonald
SLM Plumbing
care of
slmplumb@gmail.com

Dear Stuart Mcdonald,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	542129
Property Address	31 MACHELL WAY GREENVALE 3059
Service Location ID	5225180

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

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 *
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over the sewer main and 750mm vertical 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,

Joe Gargaro

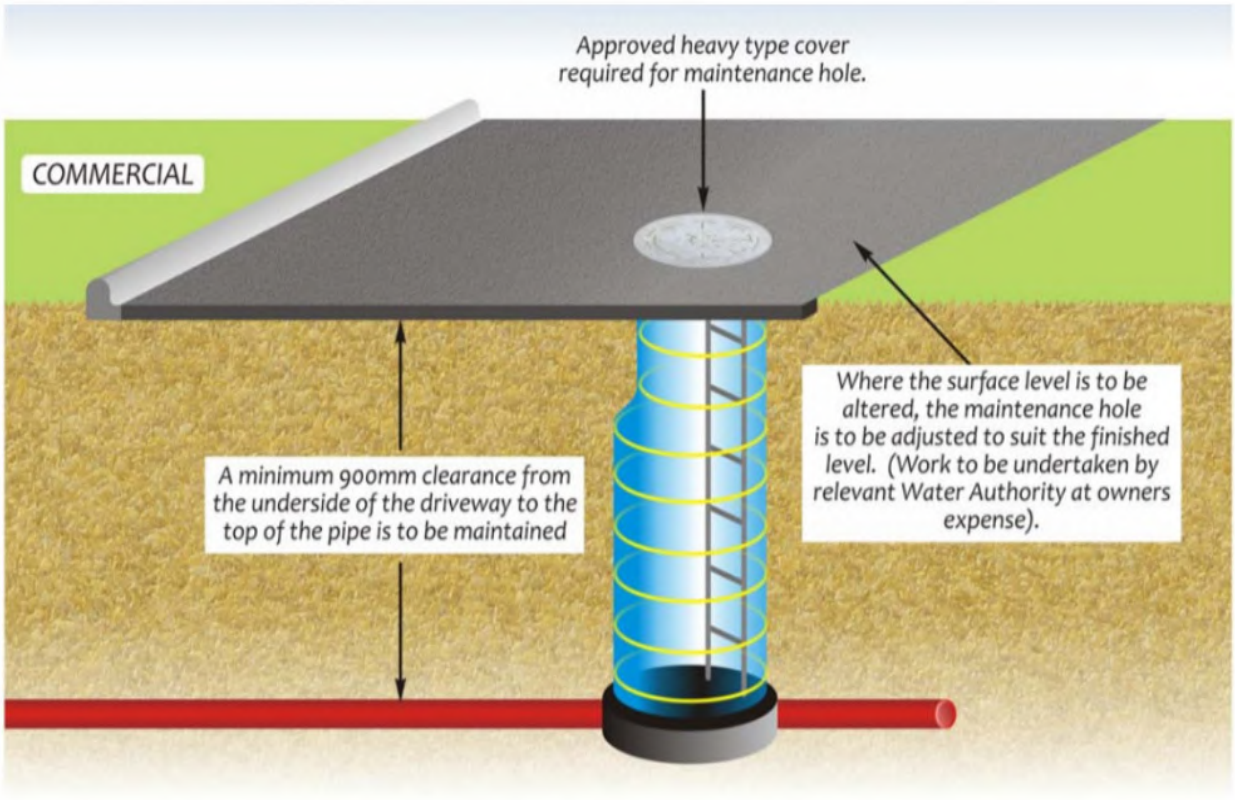
Divisional Manager, Development Services

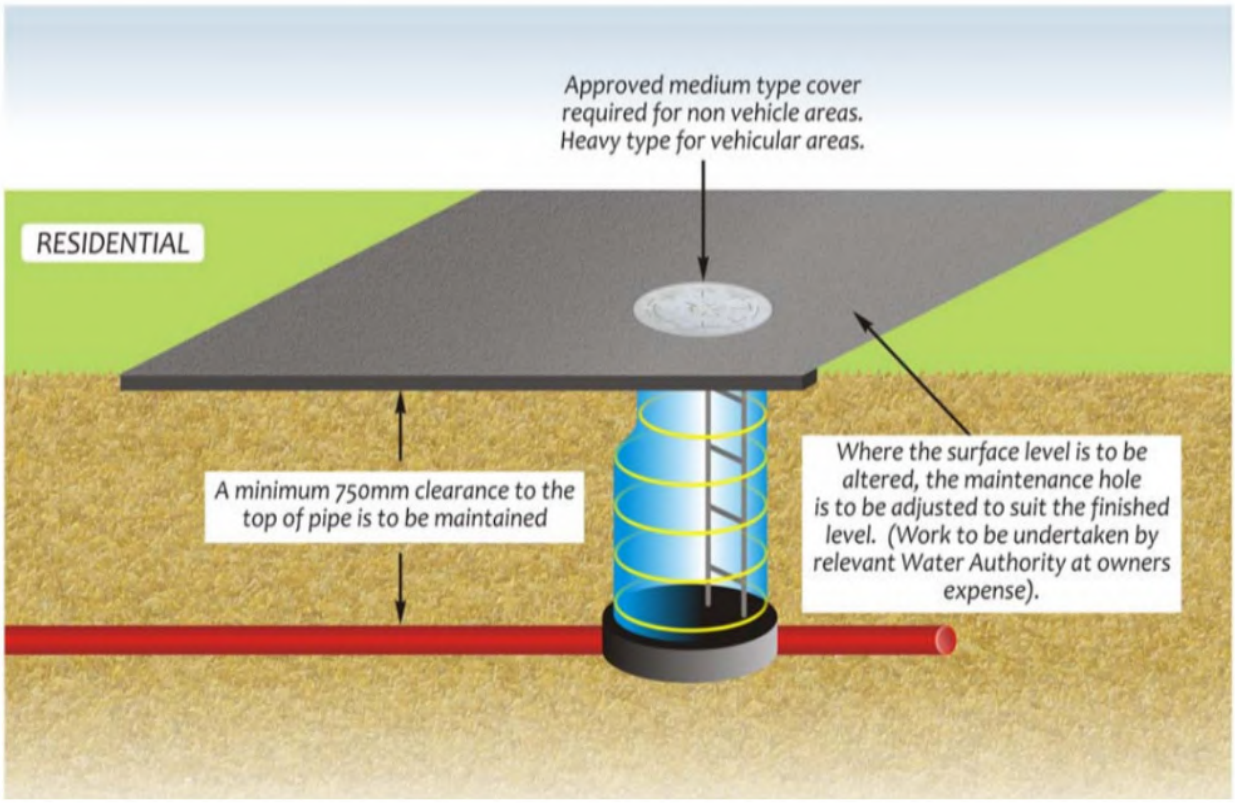
SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

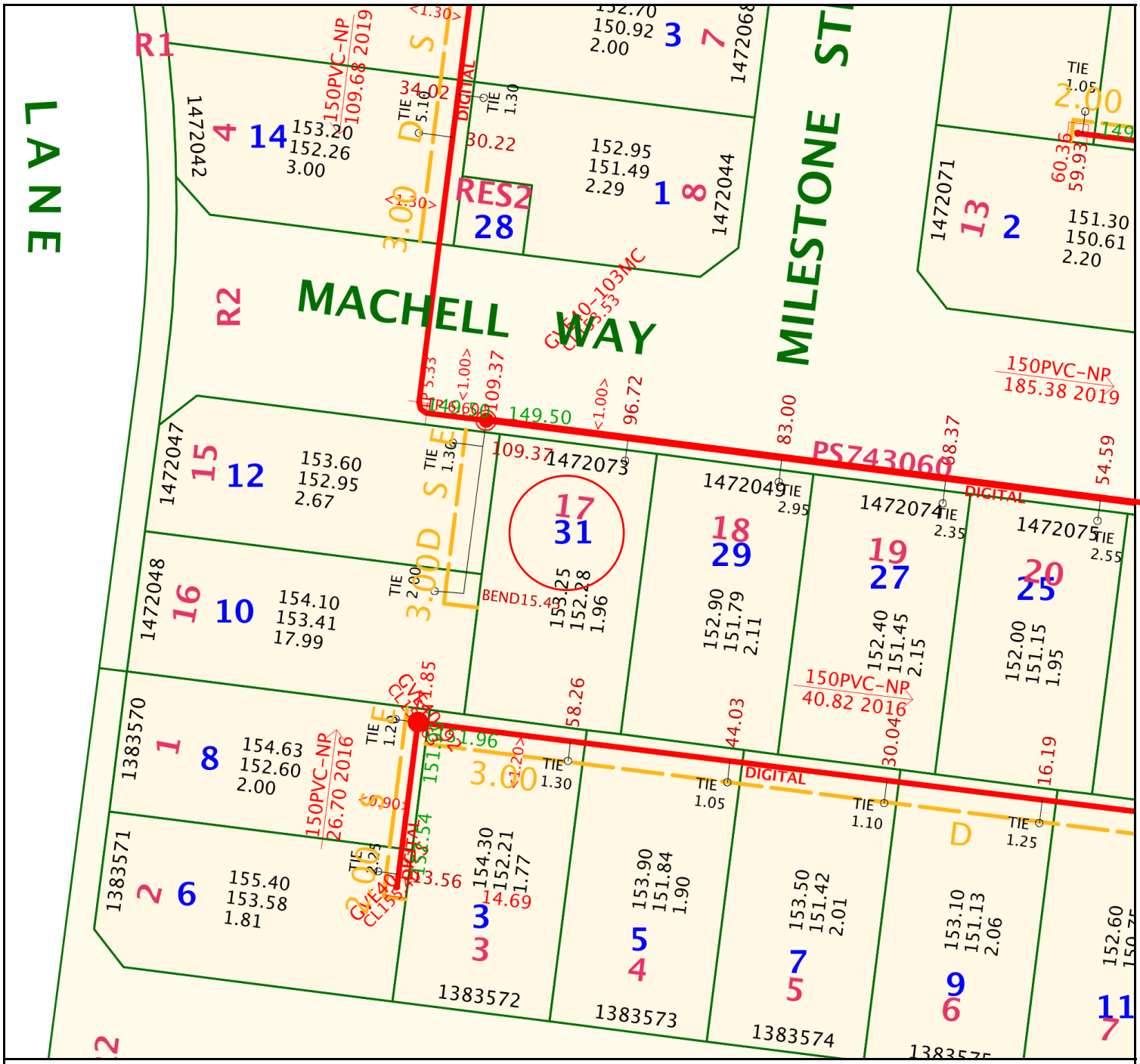
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

DRIVEWAYS AND PAVING







Yarra Valley Water
Sewerage Depth Offset
Asset Map

Address 31 MACHELL WAY GREENVALE 3059

Date	30/04/2022
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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.

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset	<1.00>	End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

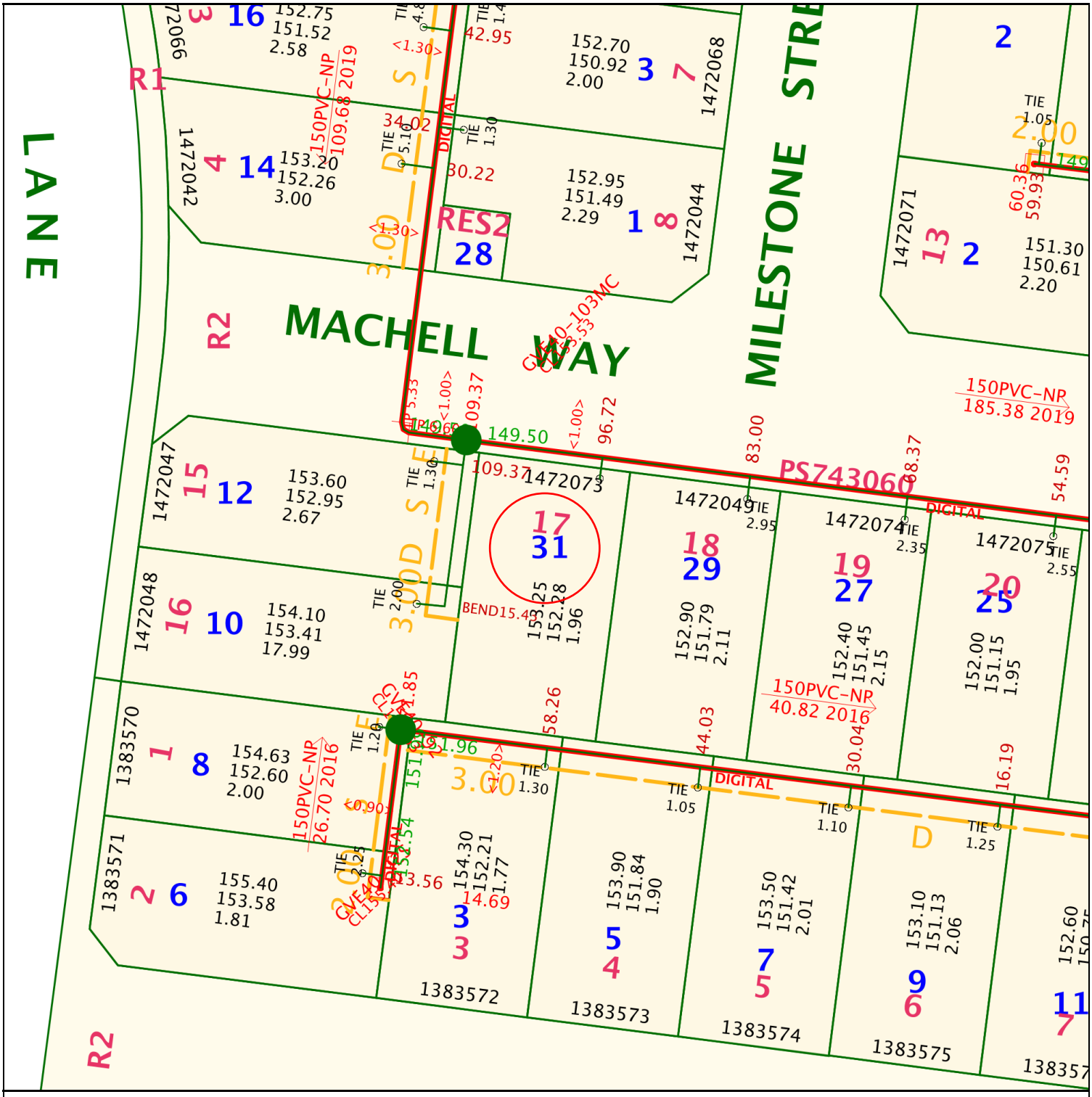
Abbreviation Pipe Material

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

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.99
Branch Length (m): 1.964

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: 5225180



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 31 MACHELL WAY GREENVALE 3059

Date	30/04/2022
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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.

Yarra Valley Water Application ID: 542129

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

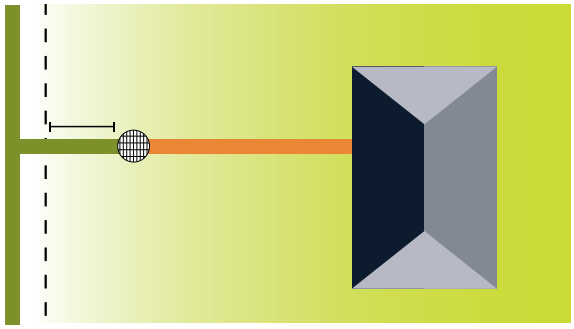
Yarra Valley Water

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.

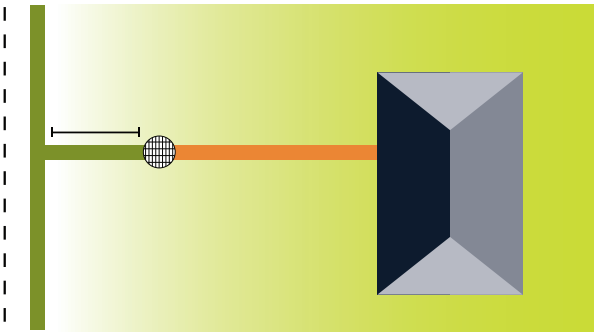
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

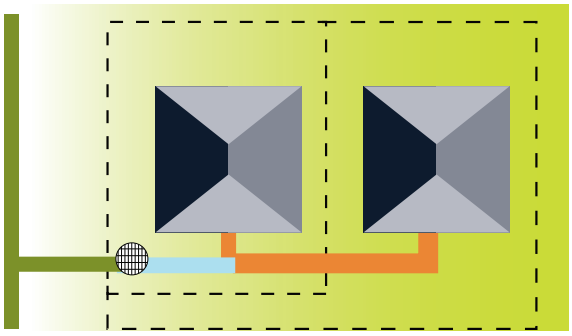
Sewer connection point where the sewer main is **inside** the property.

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 No : 732973
Certificate No : eLIC062249
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

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: 608761
Date of Issue: 10/10/2023

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

Property Description:	Lot 17 PS 743060M Vol 12173 Fol 027
Property Situated:	31 MACHELL WAY GREENVALE VIC 3059

Site Value $410000	C.I.V. $720000	N.A.V. $36000

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	$1,666.20		$1,666.20
Land Use Rebate	$0.00		$0.00
Optional Waste Charges	$0.00		$0.00
Fire Service Property Levy	$158.10		$158.10
Special Charge / Rate	$0.00		$0.00
Waste Rates and Charges	$200.93		$200.93
Arrears as at 30/06/2023			$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	$2,025.23		$2,025.23

****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 : $2,025.23

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

Property No : 732973
Certificate No : eLIC062249
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	31 MACHELL WAY GREENVALE VIC 3059

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. This certificate does not include information relating to Regulation 326 of the Building Regulations 2006.

- 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
10/10/2023

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: 7329733

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

Property Clearance Certificate

Land Tax

INFOTRACK / WINDMILL CONVEYANCING

Your Reference:	10118 TSOLACOS
Certificate No:	67173109
Issue Date:	09 OCT 2023
Enquiries:	ESYSPROD

Land Address: 31 MACHELL WAY GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46799372	17	743060	12173	27	$206.70

Vendor: LISA TSOLACOS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS LISA TSOLACOS	2023	$360,000	$551.25	$0.00	$206.70

Comments: Land Tax of $551.25 has been assessed for 2023, an amount of $344.55 has been paid. 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:	$360,000
SITE VALUE:	$360,000
CURRENT LAND TAX CHARGE:	**$206.70**

Notes to Certificate - Land Tax

Certificate No: 67173109

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 = $495.00

Taxable Value = $360,000

Calculated as $375 plus ($360,000 - $300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 67173109

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: 67173109

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 / WINDMILL CONVEYANCING

Your Reference:	10118 TSOLACOS
Certificate No:	67173109
Issue Date:	09 OCT 2023

Land Address:	31 MACHELL WAY GREENVALE VIC 3059

Lot	Plan	Volume	Folio
17	743060	12173	27

Vendor: LISA TSOLACOS

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.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67173109

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

Biller Code: 416073
Ref: 67173104

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: 67173104

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.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Windmill Conveyancing C/- triSearch (Website)
135 KING STREET
SYDNEY 2000
AUSTRALIA

Client Reference: 608761

NO PROPOSALS. As at the 9th October 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®.

31 MACHELL WAY, GREENVALE 3059
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: 9th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70490689 - 70490689104807 '608761'

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: **WBPI030936**
Your Reference: **608761**
Property Details: **31 MACHELL WAY**
GREENVALE VIC 3059
LOT 17 PS 743060M VOL 12173 FOL 027
Property Number: **732973**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **LISA TSOLACOS**

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
2558586189812	eBPS16435	Construction of Single Storey Dwelling & Garage	29/06/2022	Yavuz (Leo) Demirel	BS-U 38620	2558586189812	14/06/2023

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No
24/06/2023	S106	Yavuz (Leo) Demirel	BS-U 38620

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: 10 October 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.

File Number
20220166/0

FORM 11
Building Act 1993
Regulation 180, Building Regulations 2018

BUILDING NOTICE

This building notice is served under section 106 of the **Building Act 1993**.

***WARNING:** THIS NOTICE HAS BEEN SERVED IN ACCORDANCE WITH SECTION 236(4A) OF THE **BUILDING ACT 1993**. UNDER SECTION 236(7) OF THAT ACT, IT IS AN OFFENCE FOR A PERSON TO REMOVE OR DEFACE THIS NOTICE WITHOUT THE PRIOR CONSENT OF THE RELEVANT BUILDING SURVEYOR, THE RELEVANT COUNCIL OR THE VICTORIAN BUILDING AUTHORITY. THE MAXIMUM PENALTY FOR THIS OFFENCE IS 500 PENALTY UNITS FOR A NATURAL PERSON AND 2500 PENALTY UNITS FOR A BODY CORPORATE.

TO:

The Owner:	Lisa Tsolacos
Of:	34 Southern Road MENTONE, VIC 3194

TO:

The Council	Hume City Council
Of:	1079 Pascoe Vale Road, Broadmeadows 3047

FROM:

☑ **Private Building Surveyor**
I am the private building surveyor appointed to carry out functions under the **Building Act 1993** in relation to the building which is the subject of this notice.

I am authorised to cause a building notice to be served on you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

PROPERTY DETAILS:

Location of the BUILDING to which this notice applies:

Address:	Lot (17) 31 Machell Way GREENVALE VIC 3059
Title Particulars:	LP/PS: PS743060M, Vol: 12173, Folio: 027
Municipal District:	HUME CITY COUNCIL

INSPECTION DETAILS:

The date and time of an inspection of the building carried out by myself as the relevant building surveyor was:

Inspection	09/06/2023	**Inspection**	10:00 am	**Inspection**	Final

Date: **Time:** **Type:**

REASON(S) WHY THIS NOTICE WAS SERVED:

In accordance with section 106 of the Building Act 1993, I am of the opinion that the following circumstance(s) exist(s):

1.Building work carried out in contravention of a building permit are

Building permit no :

Date of issue of building permit:

1.0.1. Excessive concrete paving on the allotment reducing site permeability;

and

1.0.2. Surface water, fall over first 1 metre of the house is not 1:20.

A copy of the relevant building permit is **attached** to this notice.

2.0 Building work has been carried out in contravention of the Building Act 1993

The following building work has been carried out on the building in contravention of the **Building Act 1993**:

2.0.1. Pursuant to Section 16, a person must not carry out building work unless the work carried out in accordance with the building permit issued in relation to that work. In that, excessive concrete paving reduces site permeability and surface water contravene the approved plans.

3.Building work carried out in contravention of the Building Regulations 2018 (this includes building work carried out in contravention of the Building Code of Australia)

The following building work has been carried out on the building in contravention of the Building Regulations 2018:

3.1. Pursuant to regulation 77, an allotment must have a permeable Surface area of at least 20 percent of the allotment; and

3.2 Pursuant to regulation 10, inter alia BCA 2019 volume two, surface water drainage is not diverted away from building by a 50mm fall over first 1 metre.

4.0 SHOW CAUSE PROCESS

Under section 108 of the **Building Act 1993**, you are required to show cause within 30 days of the date of service of this notice—

4.1- Why you should not be required to carry out the building work, protection work or work required by the Building Regulations 2018 identified in this notice in relation to the building.
Specified period for making representations is 30 days from the date of service of this notice.
The manner for making representations in response to the matters contained in this notice is in writing.

BUILDING NOTICE SERVED BY:

Relevant Building Surveyor: Yavuz (Leo) Demirel Registration no.: BS-U 38620
Address: Suite 8, 240 Sydney Road COBURG VIC 3058
Contact number: (03) 8658-9302 Email: info@buildingsurveyorscode.com.au
Building notice no.: 2558586189812 - 1410

Signature:

Date made: 24/06/2023

NOTES: Representations

By Owner

1. Under section 109 of the *Building Act 1993* (the Act), an owner may make representations to the Relevant Building Surveyor about the matters contained in the building notice. Any representations must be made within the specified period and in the manner specified in the notice.

Cancellation

2. Under section 110 of the Act, the Relevant Building Surveyor may cancel a building notice if he/she considers it appropriate to do so after considering any representations made under section 109 of the Act.

Builidng order

3. Subject to section 107 of the Act, a Municipal Building Surveyor or a Private Building Surveyor may make a building order under section 111 after the end of the time allowed by the building notice for making representations.

Appeal rights

4. Under section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to serve a building notice and, a failure within a reasonable time, or refusal, to cancel a building notice. For the purpose of section 146(1)(a) of the Act, the prescribed appeal period under regulation 271 of the Building Regulations 2018 is **30 days** after the day this building notice is served on the owner.
   Information regarding the appeal process can be obtained by contacting the BAB:
   - website: www.buildingappeals.vic.gov.au
   - phone: 1300 421 082
   - email: registry@buildingappeals.vic.gov.au

Subsequent Owners

5. Under section 236(6) of the Act, this notice is binding on every subsequent owner of the land.

Owners Corporation

6. If this notice is to be served on an owner of a lot affected by an owners corporation, the notice may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom a notice is served must not fail to provide a copy of the notice to each lot owner affected by the notice within a reasonable time after receiving the notice. Penalty: 60 penalty units.

Building Permit

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

Permit No: BS-U 38620 2558586189812

Issued To - AGENT

Name:	Mehmet Sakaci
ACN:	
Postal Address:	Level 3, 2 Brandon Park WHEELERS HILL, VIC 3150
Email:	mehmet@tidalcon.com.au

Address for Serving or Giving of Documents

Address:	Level 3, 2 Brandon Park WHEELERS HILL VIC 3150
Contact Person:	Mehmet Sakaci
Phone:	(03) 9566-7259

Ownership Details

Name:	Lisa Tsolacos
ACN:	
Postal Address:	34 Southern Road MENTONE, VIC 3194
Email:	lisa.tsalacos@outlook.com
Contact Person:	Lisa Tsolacos
Phone:	0432 036 803

Property Details

Address:	Lot (17) 31 Machell Way GREENVALE VIC 3059
Title Details:	LP/PS: PS743060M, Vol: 12173, Folio: 027
Municipal District:	Hume City Council

Builder

Name:	Lisa Tsolacos
Phone:	0432 036 803
ACN:	
Registration No.	
Postal Address:	34 Southern Road MENTONE, VIC 3194

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.
Chetin Altundal	Professional Engineer	PE 0001765
Derek Farrington	Architect - Individual	. 12956

Details of Relevant Planning Permit

Planning permit No.:	PROP017589

Date of grant of planning permit: 17/06/2022

Nature of Building Work

Construction of Single Storey Dwelling & Garage

Version of BCA applicable to Permit:	BCA 2019 Volume 2 Amendment 1
Stage of building work permitted:	As shown on the approved plans
Total floor area of new building work in m2:	224.8
Cost of building work (this stage):	$280,000
Cost of building work (all stages):	$280,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Dwelling	1a(a)
Construction of	Garage	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	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Hebel power panel for house and low rise multi-residential external walls system

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	Regulation 133(2)

Protection Work

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

Inspection Requirements

The mandatory notification stages are -

- Precautions
- Pad Footing
- Bored Piers
- Sub-base Waffle Raft
- Waffle Raft Slab Reinforcement
- Frame
- Final

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 29/06/2023.

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 29/06/2024.

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.

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form 1	Signed by Agent	JOB ID 3675	23/03/2022
Appointment Form	Signed by Owner	JOB ID 3675	23/03/2022
Architectural Plans (Updated)	FARRINGTON Architect	21129	23/06/2022
Certificate of Consent (Owner Builder)	VBA	OB0146386	30/05/2022
Chetin Altundal	CAV	PE0001765	20/06/2022
CodeMark Certificate (Hebel Power Panel XL)	CodeMark Australia	CM40049	23/06/2022
Computations	Domestic Construction Pty Ltd	22-989	31/01/2022
Derek Farrington	Arbv	12956	20/06/2022
Energy Rating Report	Mustafa Guler	O6BXX3M49B	17/03/2022
LPOD	Hume City Council	eLPD021510	17/03/2022
Planning Approval (Consent for buildings and works outside of the building envelope)	Hume City Council	PROP017589	17/06/2022
Planning Approval Drawings	Hume City Council	PROP017589	17/06/2022
Property Information from Council	Hume City Council	EBPI025245	23/02/2022
Regulation 126	Chetin Altundal	RiiiVUTh	23/01/2022
SDO	Yarra Valley Water	YVW Ref: 5225180	17/03/2022
Soil Report	Civil & Infrastructure Solutions	Report No: SCR-15405	17/03/2022
Stamped Energy Rating	Mustafa Guler		17/03/2022
Structural Engineering	Domestic Consturction Pty Ltd	22-988	17/03/2022
Title	LANDATA	V12173/F027	2/05/2022
Title Plan	LANDATA	PS743060M	22/03/2022

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	A copy of roof truss computations, layout(s) & manufacturer's certification to be submitted for approval prior to the frame inspection.
2	There must be no encroachment of any part of the work beyond the building alignment.
3	Building works must not proceed beyond any mandatoy inspection stage until the required inspection has been completed and approved.
4	The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.
5	Should the owner/s and/or builder wish to contruct paving around the house. It is the owner/s and or builder's responsiblity to notify this office. An assessment will be done against, Building Act 1993, Part 5 of the Building Regulations 2018 and BCA. Further, permit must be varied prior to commencement of works.

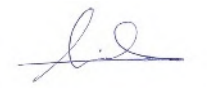
No	Condition
6	Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations.
7	Any surface water runoff to be collected with a suitable means of drainage to prevent water entering the adjoining site.
8	The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
9	Prior to any works commencing on site, an Asset Protection Permit must be obtained from Responsible Authority.
10	This approval will be revoked if any documentation submitted with the application is subsequently found to be false, improper, misrepresented, incomplete or fraudulent.

Relevant Building Surveyor

Name: Yavuz (Leo) Demirel
ACN: 606 314 676
Address: Suite 8, 240 Sydney Road COBURG VIC 3058
Email: info@buildingsurveyorscode.com.au
Building practitioner registration no.: BS-U 38620

Permit No.: BS-U 38620 2558586189812
Date of Issue of Permit: 29/06/2022

Signature:



Terms and Conditions

1. Role of Building Surveyors Code Pty Ltd
1.1 **Professional Standard of Care**
In performing the Services, Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code Pty Ltd for Services
2.1 **Client to Make Payment**
In consideration of the promise by Building Surveyors Code Pty Ltd to perform the Services, the Client promises to pay to Building Surveyors Code Pty Ltd the fees and the expenses as set out in **Building Surveyors Code Pty Ltd's** Letters.
2.2 **Timing of Payment**
At or after the time that any part of the Services are performed by Building Surveyors Code Pty Ltd, Building Surveyors Code 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 Building Surveyors Code Pty Ltd, if the Client fails to pay all monies as and when due, Building Surveyors Code 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 Building Surveyors Code Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Building Surveyors Code 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 Building Surveyors Code Pty Ltd, then the Client shall pay to Building Surveyors Code Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by Building Surveyors Code Pty Ltd as a result of the delay.
2.6 **Effect of Termination on Right to Payment**
If the engagement of Building Surveyors Code Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by Building Surveyors Code Pty Ltd, then Building Surveyors Code 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 Building Surveyors Code Pty Ltd in performing the Services, then the fees and expenses otherwise payable to Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code Pty Ltd from, and agrees that Building Surveyors Code 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 Building Surveyors Code Pty Ltd's liability determined in accordance with clause 4.2.
3.4 **Duration of Liability**
Building Surveyors Code 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 Building Surveyors Code Pty Ltd (or any employee of Building Surveyors Code 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, Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code Pty Ltd terminate the Building Surveyors Code Pty Ltd's engagement under these Terms of Engagement:

(a) If Building Surveyors Code 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 Building Surveyors Code Pty Ltd of a notice requiring the breach to be remedied; or
(b) If the Client serves on Building Surveyors Code 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 Building Surveyors Code Pty Ltd Subject always to the provisions of the Building Act 1993 (as amended), Building Surveyors Code Pty Ltd may by notice in writing served on the Client terminate Building Surveyors Code 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 Building Surveyors Code Pty Ltd may allow) of the service by Building Surveyors Code 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 Building Surveyors Code Pty Ltd may allow) of the service by Building Surveyors Code Pty Ltd on the Client of a notice requiring the breach to be remedied; or
(c) If Building Surveyors Code 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 Building Surveyors Code Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by Building Surveyors Code Pty Ltd up until the date of termination.

5. General Matters
5.1 Transfer and Assignment
(a) Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code 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 Building Surveyors Code Pty Ltd, then Building Surveyors Code 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 Building Surveyors Code Pty Ltd's Letters to the Client; "Building Surveyors Code Pty Ltd's Letters" means Building Surveyors Code 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.

Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192

Permit No: BS-U 38620 2558586189812

Property Details: Lot (17) 31 Machell Way GREENVALE VIC 3059
Title Details: LP/PS: PS743060M, Vol: 12173, Folio: 027
Municipal District: HUME CITY COUNCIL

Building Permit Details
Building Permit No.: 2558586189812
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
Dwelling	Domestic	1a(a)	1.5 kPa	N/A
Garage	Domestic	10a	2.5 kPa	N/A

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

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Hebel power panel for house and low rise multi-residential external walls system

Reporting Authorities
The following bodies are 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	Relevant Regulation
Council	Point of discharge of storm water	Regulation 133(2)

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: Yavuz (Leo) Demirel
Address: Suite 8, 240 Sydney Road COBURG VIC 3058
Email: info@buildingsurveyorscode.com.au
Building practitioner registration no.: BS-U 38620
Occupancy Permit No.: BS-U 38620 2558586189812
Date of Issue: 14/06/2023
Date of Final Inspection: 6/06/2023
Signature:

OWNER BUILDER DEFECTS REPORT (137B REPORT)

Prepared for Clients:	Lisa Tsolacos
Inspection Address:	31 Machell Way Greenvale, Victoria 3059
Date of Inspection:	Thursday, 12 October 2023
Inspector	Timothy Lau ARBV 15355, IN-PS 76107
People Present:	Timothy Lau
Weather Conditions:	Sunny
Orientation of Building:	The front of the building faces North

CLIENT DETAILS

Name: Lisa Tsolacos

INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Roof Exterior	Accessible from a 3.6m ladder placed on the ground
Roof Interior	400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm) Accessible from a 3.6m ladder
Sub-Floor	500mm x 400mm
Timber Floor	400mm to bearer, joist ducting or other obstruction
Concrete Floor	500mm

TITLE

Description

ICON SYMBOL DEFINITIONS

No action to be taken

Attention Required

Defect

N/A Not applicable

PROPERTY DETAILS

Approximate Age:	0 years
No. of Storeys:	1
Foundation:	Concrete Slab
Floor:	Tiles, Laminate, Carpet
Roof:	Metal Roofing
Window Frames:	Aluminium
External Walls:	Rendered Blueboard / Foam
Car Accommodation:	Double

WORK DETAILS

Date of Report:	Thursday, 12 October 2023
Occupancy Permit No.	BS-U 38620 2558586189812
Occupancy Permit Issued	Wednesday, 14 June 2023
Building Permit No.	BS-U 38620 2558586189812
Building Permit Issued	Wednesday, 29 June 2022
Drawing No.	N/A
Drawing No.	N/A
Certificate of Final Inspection No.	N/A
Plans Sighted:	N
Prepared by:	Not Sighted
Building Surveyor:	Yavuz (Leo) Demirel
Building Surveyor Registration:	BS-U 38620
Domestic Building Works covered by this report:	Construction of a Dwelling
Description of Building and Materials used in Construction:	Construction of a Single Storey Dwelling & Garage

OUR FINDINGS

THE SITE

General

✓ Alfresco/Outdoor Area	✓ Driveways	✓ Fences
✓ Paths	N/A Pool Fencing	✓ Steps
✓ Surface Drainage	✓ Trees	N/A Water Tanks

✓ Retaining Walls

Direction:
View to the South-East

Garage/Carport

✓ Ceiling	✓ Door (Front)	✓ Door (Rear/Side)
✓ Drainage	✓ Floor	✓ Roof Cover
N/A Roof Frame		

Walls/Posts

Direction:
View to the South-West

Shed

N/A Drainage	N/A Floor	N/A Roof
N/A Roof Cover	N/A Walls	

BUILDING EXTERIOR

Masonry

N/A Articulation Joints	N/A Brick Sills	N/A Brickwork
N/A Cracking	N/A Dampness	N/A Flashings
N/A Mortar	N/A Rendered walls	N/A Settlement
N/A Weepholes/Vents		

Timber/Other

N/A Cement Sheet	N/A Featured Cladding	N/A Flashings
✓ Paint Surface	N/A Plinth Boards	✓ Rendered Wall Cladding
N/A Weatherboards		

Windows

✓ Flashings	N/A Mouldings	N/A Paint Finish
✓ Sills	N/A Window Balances/Sash Cords	

Chimneys

N/A Chimney Cowl	N/A Flashings	N/A Structural

Balcony/Verandah/Patio/Deck

N/A Ceilings	N/A Floor	N/A Handrails/Balustrade
N/A Posts/Piers/Stumps	N/A Roof Cover	N/A Steps
N/A Structural	N/A Walls	

Roof

✓ Condition	✓ Downpipes	✓ Eaves
✓ Fascia/Gables	✓ Flashings	✓ Guttering
✓ Roof	✓ Skylights	N/A Valleys
✓ Vents		

UNDERFLOOR SPACE

Timber Floor

N/A Ant Caps	N/A Dampness	N/A Debris
N/A Drainage	N/A Framing	N/A Services
N/A Stumps/Brick Piers	N/A Ventilation	

ROOF SPACE

General

N/A Boardwalks	N/A Frame/Trusses	N/A Heating and Cooling
N/A Insulation (Batts)	N/A Insulation (Insulfluff)	N/A Leaks
N/A Manhole Cover	N/A Party Walls	N/A Roof Covering
N/A Sarking/Sisalation		

BUILDING INTERIOR

Entry

✓ Ceiling	✓ Dampness	✓ Doors
✓ Floor	✓ Windows	

✓ Walls

Direction:
View to the North-West

Living Room

✓ Ceiling	✓ Dampness	N/A Doors
N/A Fireplace	✓ Floor	✓ Windows

Walls

Direction:
View to the East

Dining Room

Ceiling	Dampness	N/A Doors
Floor	Windows	

Walls

Direction:
View to the South-West

Family Room

Ceiling	Dampness	N/A Doors
N/A Fireplace	Floor	Windows

✓ Walls

Direction:
View to the South-East

Rumpus Room

N/A Ceiling	N/A Dampness	N/A Doors
N/A Fireplace	N/A Floor	N/A Walls
N/A Windows		

Hallway/Staircase

✓ Ceiling	✓ Dampness	✓ Doors
✓ Floor/Landing	N/A Handrail/Balustrading	N/A Stairs
N/A Windows		

Walls

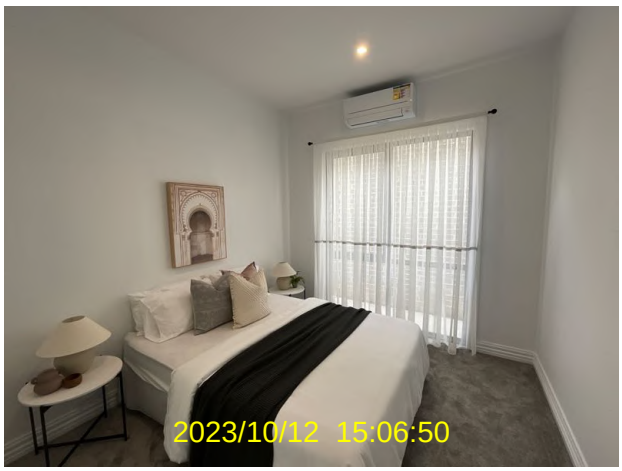
Direction:
View to the South

Bedroom 1

Ceiling	Dampness	Doors
Floor	Windows	

Robes

Walls

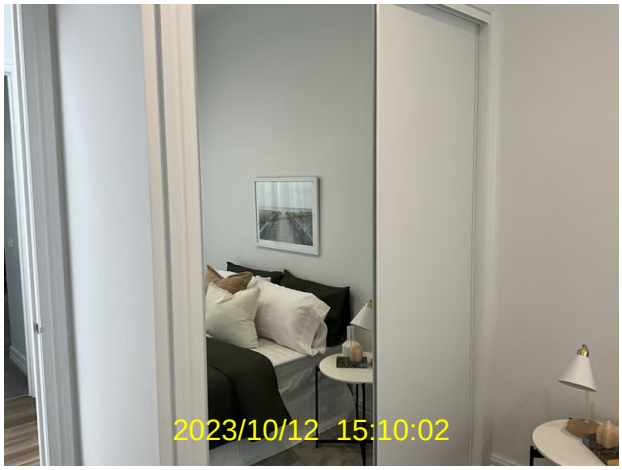


Direction:
View to the North-East

Bedroom 2

Ceiling	Dampness	Doors
Floor	Windows	

Robes



Walls

Direction:
View to the North-East

Bedroom 3

Ceiling	Dampness	Doors
Floor	Windows	

Robes

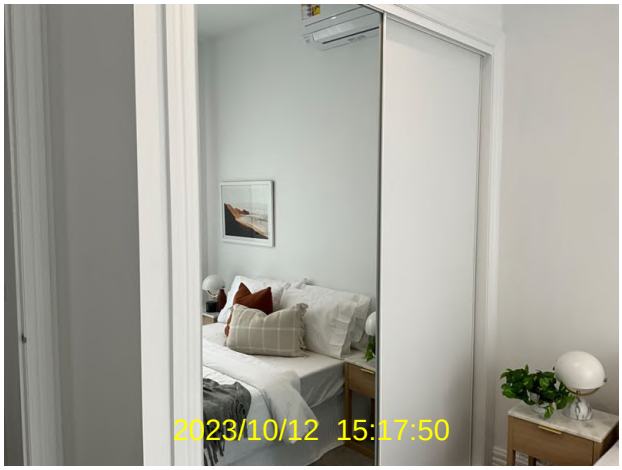
Walls

Direction:
View to the West

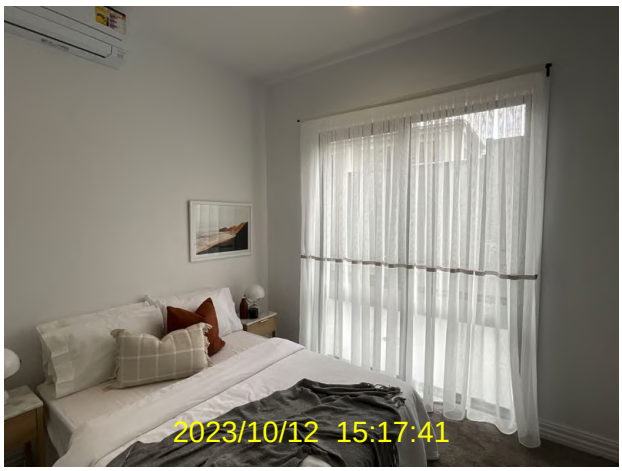
Bedroom 4

Ceiling	Dampness	Doors
Floor	Windows	

Robes



Walls



Direction:
View to the South-East

Study

N/A Ceiling	N/A Dampness	N/A Doors
N/A Floor	N/A Robes	N/A Walls
N/A Windows		

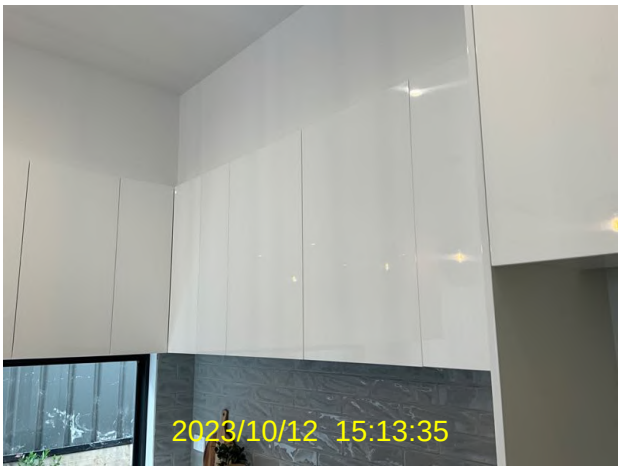
WET AREAS

Kitchen

✓ Ceiling	✓ Dampness	N/A Doors
✓ Floor	✓ Floor Tiles/Timber	✓ Sink
✓ Tiles/Splashbacks	✓ Ventilation	✓ Windows

✓ Benchtops

Cupboards



Exhaust/Range Hood

Pantry

Taps/Pressure

Walls

Direction:
View to the North-West

Bathroom 1

Basin	N/A Bidet	Ceiling
Dampness	Doors	Floor
Floor Tiles	Shower Recess	N/A Spa
Vanity	Ventilation	Wall Tiles
Windows		

Bath

Cistern and Pan

Screen

Shower Rose

Taps/Pressure

Walls

Direction:
View to the North-East

Ensuite/Bathroom 2

Basin	N/A Bath	N/A Bidet
Ceiling	Dampness	Doors
Floor	Floor Tiles	Shower Recess
N/A Spa	Vanity	Ventilation
Wall Tiles	N/A Windows	

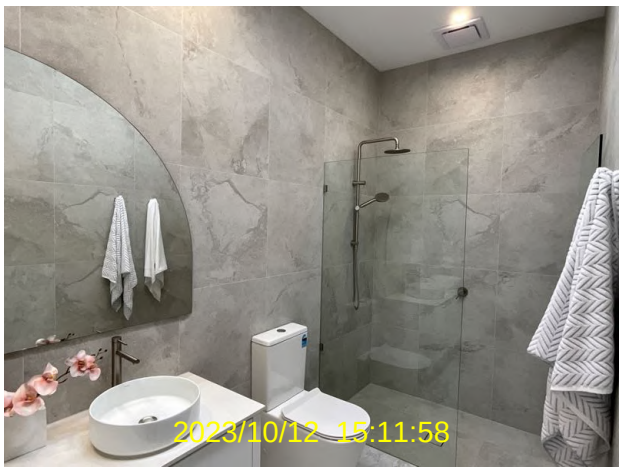
Cistern and Pan

Screen

Shower Rose

Taps/Pressure

✓ Walls



Direction:
View to the South-East

W/C

N/A Basin	N/A Ceiling	N/A Cistern and Pan
N/A Dampness	N/A Doors	N/A Floor
N/A Nautral Light	N/A Vanity	N/A Ventilation
N/A Walls	N/A Windows	

Laundry

✓ Ceiling	✓ Cupboard	✓ Dampness
✓ Door/External	✓ Door/Internal	N/A Doors
✓ Floor	✓ Trough	✓ Ventilation
✓ Windows		

Taps/Pressure

Walls

Direction:
View to the East

Powder Room

Basin/Vanity	Ceiling	Cistern and Pan
Dampness	Doors	Floor
N/A Natural Light	N/A Shower Recess	Ventilation
N/A Windows		

Taps/Pressure

Walls

Direction:
View to the North-West

SERVICES

General

✓ Electrical Wiring	✓ Gas	✓ Plumbing
N/A RCD (Safety Switch)	✓ Security Alarm Fitted	✓ Smoke Detectors

✓ Circuit Breakers

✓ Hot Water Service

SUMMARY

Areas of the building/s inaccessible at the time of inspection
There was restricted access to rooms due to personal items and furniture limiting vision in places.

If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).
Not applicable

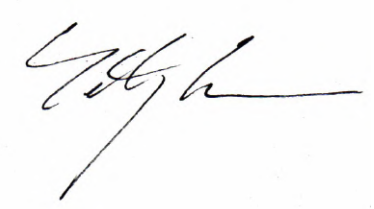
Condition and status of incomplete works
All works have been completed in good condition.

List of Defects
The Works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

General notes
No secondhand material was used on the Works.

Thank you for engaging The Home Inspection Hub to carry out your inspection.

Kind Regards,



Timothy Lau
ARBV 15355, IN-PS 76107
Contractor for
The Home Inspection Hub

BUILDING TERMINOLOGY

Ant Capping	Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites.
Arch	A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening.
Architrave	A moulded section covering the joint between window and door frames and the wall lining.
Backfill	To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation.
Bagging	A masonry process in which thin mortar is applied to the face of the work with some coarse material.
Barge Board	The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope.
Bead	A moulding, generally of small size in cross section.
Beam	A horizontal load-bearing structural member.
Bearer	A member of floor framing, spanning piers and supporting joists.
Bed Joint	Horizontal joint in brickwork.
Bowing	Deformation of timber at right angles to its face.
Brace	Usually a diagonal, which resists lateral loads and/or movements of a structure.
Brick Construction	A construction where the external and internal walls are built of brick.
Brick Veneer	Timber framed construction with an outside skin of brickwork tied to the frame.
Building Line	A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary.
Cantilever	A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice.
Capping	The uppermost part on top of a piece of work.
Cavity Wall	A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal.
Ceiling Joist	A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting.
Cladding	Any material used to face a building or structure.
Cornice	A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling.
Crazing	Fine cracks that may occur on a plastered or rendered surface.
Cupping	Distorting of wide boards showing curvature across the grain causing the broad surface to be concave.
Damp Proof Course (DPC)	A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets.
Door Jambs	The two vertical members of a door or window frame.
Eave	The lower part of a roof that overhangs the walls.
Efflorescence	A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts.
Elevation	A geometrical drawing of a facade/wall of a building.
Expansion Joint	A joint in a building to permit thermal movement or creep.
Expansion Strip	A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances.
Fascia	A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave.
Finishes	The final applied coat or natural surface of a material used in walls, ceilings or floors of a building.

Footing	The construction whereby the weight of the structure is transferred from the base structure to the foundation.
Foundation	The ground upon which the footings of a building are constructed.
Gable	The triangular end of a house formed at the end of a pitched roof, from eaves level to apex.
Hip	A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner.
Lintel	A structural member or beam carrying loads over an opening.
Lyctus Borer	A borer that attacks sapwood or hardwoods.
Masonry	Brick, concrete, stone, artificial stone or terracotta laid in mortar.
Mitre	Half the angle of a joint, e.g. corners of door/window architraves.
Moisture Barrier	Material which is used to retard the flow of vapour or moisture into the floor or walls.
Moisture Content	Mass of water contained in timber expressed as a percentage of dry wood fibre.
Mortar	A composition of lime and/or cement and sand mixed with water in various proportions.
Nogging	A horizontal piece of timber fixed between studs in a framed wall.
Non-Load Bearing Wall	One which supports no vertical load except that of its own weight and merely defines spaces.
Overhang (Roof)	The section of a roof extending over the external wall.
Parapet	Low wall at the edge of a roof, balcony, bridge or terrace.
Party Wall	The wall between two adjoining buildings but common to and used to advantage of both buildings.
Pergola	An open framework over a path, terrace or patio.
Perpends	The vertical joints in a masonry wall.
Plumb	Vertical or perpendicular.
Quoin	The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure.
Rafter (Common)	In roof construction, a timber framing member providing the principal support for the roofing material.
Reinforcing Fabric (Reo)	Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls.
Retaining Wall	Any wall subjected to lateral pressure other than wind pressure and built to retain material.
Ridge	The horizontal member at the highest point of a roof where the common rafters meet.
Roof Pitch	The angle formed between a sloping roof surface and a horizontal line.
Roof Truss	A frame designed to carry the loads of a roof and its covering over the full span without intermediate support.
Rough in	To lay out the basic lines of electrical or plumbing requirements, without making the final connections.
Sarking	A covering of water-proof building paper beneath the external roof covering.
Sash	The framework in a window, into which the glass is fitted.
Soffit	The lower face or under-surface of anything (arch, eaves of a roof).
Stud	A vertical member in wall framing.
Suspended Ceiling	A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services.
Underpinning	The construction of new footing and walling under the footings of an existing structure which have failed or may fail.
Valley	The internal angle formed by two inclined slopes of a roof or an internal corner.
Wall Tie	A steel wire tying brickwork to a timber frame.
Weep Holes	Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes.

The Home Inspection Hub

OWNER BUILDER TERMS & CONDITIONS

The inspection will be carried out in accordance with the requirements of Section 137B of the Building Act 1993. The Home Inspection Hub will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

Terms and Conditions

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.
   - 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.
   - 1.2 "Construction" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The purpose of the inspection
   - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
   - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
   - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner- Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.
5. The scope of the inspection
   - 5.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
   - 5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
   - 5.3 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
   - 5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).

5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.

5.6 The report does not cover the identification of asbestos related products.

5.7 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.

5.8 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.

5.9 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.

5.10 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.

5.11 The roof has not been water-tested for leaks, or the guttering checked for levels.

5.12 The roof areas are deemed to be inaccessible.

5.13 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.

6. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of The Home Inspection Hub. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
7. The Home Inspection Hub accepts no liability for advice given in this report beyond a refund of the inspection fee.
8. If plans, town planning or building permits are not sighted at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
9. This Building Practitioner and/or the relevant Insurer are not liable in respect to any defects referred to in this Report.
10. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.
11. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
12. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.

Feedback Form

Thank you for choosing The Home Inspection Hub to conduct your inspection today. We hope that your experience was a positive one.
Take a moment to complete the following questionnaire, then email it to:
info@thehomeinspectionhub.com.au

Your name:

Date of inspection:

Inspector:

Please rate your satisfaction with our service (please choose one):

- ☐ Very Satisifed
- ☐ Satisified
- ☐ Neutral
- ☐ Dissatisifed

Additional comments:

How would you describe your experience with us? (Multiple selections can be made)

- ☐ I am happy with the level of customer service I received
- ☐ Customer service needs improvement
- ☐ I received quality advice on how to deal with any defects
- ☐ The booking process was easy
- ☐ The booking process was too difficult
- ☐ The inspector arrived on time to the appointment
- ☐ The price was fair
- ☐ I was not happy with the price

How can we improve our service?

Are you happy for us to share your comments online?

- ☐ Yes
- ☐ No

Will you refer us to your friends and family?

- ☐ Yes
- ☐ No

Thank you for your time and your feedback

AOBW 202310-0084

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of:	Structural Alterations/Additions
At:	31 Machell Way, Greenvale, VIC, 3059, AUSTRALIA
Carried out by:	Lisa Tsolacos
For:	The Purchaser
Building Permit:	38620/2558586189812
Construction Complete Date:	14/06/2023
Defects Inspection Report:	Timothy Lau ARBV15355
Defects Inspection Date:	12/10/2023

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Monday, 16 October 2023

Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent. 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 wording.
Important notice: This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)