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## Contract of Sale of Land

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Property address: 349 Camerons Lane, Beveridge, Victoria 3753

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Vendor: MAJED HASHEM MOHAMMAD AL JOBORE

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Purchaser:

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Prepared by  
**123 Property Conveyancing**

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Ref: FM:242638

# Contract of Sale of Land

**Property address:** 349 Camerons Lane, Beveridge, Victoria 3753

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

The terms of this contract are contained in the particulars of sale, the general conditions and any special conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

### Exceptions

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

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

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

### Off-the-plan sales

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

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

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

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

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

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

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

The parties may sign by electronic signature.

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

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

**SIGNED BY THE PURCHASER**

On            /            /

,

*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

**SIGNED BY THE VENDOR**

On            /            /

MAJED HASHEM MOHAMMAD AL JOBORE,

*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

# Particulars of Sale

## VENDOR'S AGENT

Name	Redrok Real Estate	Phone	(03) 9462 1100	Fax	
Address	280 Broadway, Reservoir, VIC 3073	Email	robbie@redrok.com.au		

## VENDOR

## PRACTITIONER – SOLICITOR/CONVEYANCER

Name	MAJED HASHEM MOHAMMAD AL JOBORE	Name	123 Property Conveyancing		
		Address	PO Box 660, GLENROY VICTORIA 3046		
Address		Contact	Fay Maghnie		
		Email	info@123propertyco.com.au		
ACN/ABN		Phone	0401 577 788	Fax	03 9308 9027

## PURCHASER

## PRACTITIONER – SOLICITOR/CONVEYANCER

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

## LAND

*General conditions 3 and 9*

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 10570	Folio 230		

## OR

☐

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

349 Camerons Lane, Beveridge

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

☒ Listed in attached schedule.

**OR**

☐ Listed as follows:

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$

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

Total price: \$

Payable by purchaser

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Deposit: \$

By of which \$0.00 has been paid

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Balance: \$

Payable at settlement

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Foreign resident vendor: ☐ Value \$750,000 or more

*See general condition 15(f) and (g).*

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**GST**

*General condition 13*

☒ **No**, because:

☒ Vendor not registered or required to be registered

☐ Existing residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided  
farmland to an associate

☐ **Yes**, because:

☐ Purchaser entitled to input tax credit

☐ Purchaser **NOT** entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

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**GST withholding**

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

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Notice required to be given by  
vendor

☒ Yes ☐ No

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Withholding required by purchaser

☐ Yes ☒ No

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No withholding for residential premises because:

☒ Vendor not registered or required to be  
registered

☐ The premises are not new

☐ The premises were created by substantial  
renovation

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ The land includes a building used for commercial  
purposes

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

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☐ The premises are commercial residential premises

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**SETTLEMENT**

*General condition 10*

Is due on

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

☒ The above date; or

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

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

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**LEASE**

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

☒ Entitled to vacant possession.

**OR**

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

☐ Attached; or

☐ As follows:

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**TERMS CONTRACT**

*Add special conditions.*

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

☐ Yes ☒ No

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**LOAN**

*General condition 14(a)-(d)*

This contract is subject to a loan being approved within:

☐ 21 days **OR** ☐ 14 days from the contract date (approval period)

Lender:

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Loan amount:

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**BUILDING AND PEST REPORT**

*General condition 14(e)-(f)*

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

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**Special conditions**

☐ Yes ☒ No

1.

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2.

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3.

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# Contract of sale of land 2022 edition

## Part 2 General Conditions

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

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### 1. Encumbrances

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

### 2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and
  - (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
  - (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

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

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

### **3. Identity of the land**

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- (a) An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

### **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.



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

## **8. Builder warranty insurance**

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

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
  - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
    - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
    - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
    - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

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

## **10. Settlement**

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

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## 11. Payment

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

### 13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
  - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
 

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

#### **14. Loan, building report or pest report**

- (a) If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
  - (i) End the contract; or
  - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given, and

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

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

## **15. Adjustments**

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- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) The vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;



- (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

---

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

## **19. Liability of signatory**

---

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

## **20. Guarantee**

---

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

## **21. Notices**

---

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. Lease**

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

---

- (a) The purchaser or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 24. Abandoned goods

---

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

## 25. Default

---

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

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

## 26. Interest

---

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

## 27. Default notice

---

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## 28. Rescission notice

---

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
  - A. The default is remedied; and
  - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (iv) The vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

## **1 INTERPRETATION**

In the interpretation of this contract where the context permits

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa.
- (c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall find them jointly and each of them severally.

## **2. NOTICE AND ORDERS**

The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

This replaces Special Condition 21.1 of the Contract of Sale.

## **3. LAND IDENTITY**

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

## **4. CONDITION OF PROPERTY**

The purchaser acknowledges:

- (a) The property and the chattels are purchased in their existing condition
- (b) The vendor makes no representations or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building or property.
- (c) They have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.
- (d) They shall not be entitled to make any objection requisition or claim for compensation in respect of the condition or state or repair of the land and improvements of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or condition complied with) or of any non-compliance or the improvements with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts.
- (e) Shall not make any claim with the suitability, condition or existence or non-existence of any chattels, appliances, fixtures and fitting in relation to the dwelling on the land
- (f) The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/reconnection of services to the property. The purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or reconnection of all the services that they may require.

## **5. NOMINATION**

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

- (a) The Purchaser must pay to the Vendors representative professional fees of \$220.00 for the nomination.

## **6. NO REPRESENTATIONS**

The purchaser acknowledges that:

- (a) The Vendor's Agent has acted as sole agent for the Vendor;
- (b) No information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on and no such information, representation or warranty has been relied on;
- (c) The Purchaser has relied on its own enquiries and inspection of the property including all improvements, fixtures, fitting and chattels;
- (d) It has not relied on any description of the property included in any brochure, investments report or advertising for the sale;
- (e) No representation or warranty has been made or given that the property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available;
- (f) This Contract forms the entire agreement between the Vendor and the Purchaser

## **7. 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 due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to the interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of the settlement;
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;



- (c) Accommodation expenses necessarily incurred by the Vendor
- (d) Legal/Conveyancing costs and expenses as between Vendor's representative and the Vendor;
- (e) Penalties payable by the Vendor to a third party through delay in completion of the Vendor's purchase of another property;
- (f) If the Vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

**8. INTEREST ON DEFAULT**

General Condition 26 does not apply to this Contract. Instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the Vendor interest at the rate of 8% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the money overdue during the period of default without the necessity for a demand and with prejudice to any other rights or remedies of the Vendor.

**9. EXTENSION REQUEST**

The Purchaser shall pay to the Vendor's representative the sum of \$120.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendors consent, at the Purchasers request.

**10. RESCHEDULING OF SETTLEMENT**

Without limiting the rights of the Vendor, if the Purchaser fails to settle on the due date as set out in the particulars of this Contract or request an extension on variation to the Due Date, The Purchaser must pay the Vendors representative \$220.00 at settlement for each request sought.

# 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.

<b>Land</b>	349 Camerons Lane, Beveridge 3753	
<b>Vendor's name</b>	MAJED HASHEM MOHAMMAD AL JOBORE	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 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.

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area 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.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

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

Nil.

## 5. BUILDING PERMITS

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

Not Applicable.

## 6. OWNERS CORPORATION

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

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 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 1000m<sup>2</sup>; (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)*

--

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

Page 1 of 1

VOLUME 10570 FOLIO 230

Security no : 124119579474P  
Produced 04/11/2024 02:40 PM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 438453T.  
PARENT TITLE Volume 10524 Folio 578  
Created by instrument PS438453T 28/02/2001

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MAJED HASHEM MOHAMMAD AL JOBORE of 12 CASTELLA COURT MEADOW HEIGHTS VIC 3048  
AX941586U 26/04/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX941587S 26/04/2024  
BNY TRUST COMPANY OF AUSTRALIA LTD

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.

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390531A 01/07/2020

### DIAGRAM LOCATION

SEE PS438453T FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 349 CAMERONS LANE BEVERIDGE VIC 3753

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 26/04/2024

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>PS438453T</b>
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Document Assembled	<b>04/11/2024 14:40</b>

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## PLAN OF SUBDIVISION

Stage No.

LTO use only

EDITION 1

PS 438453T

## Location of Land

Parish: DARRAWEIT GUIM

Township: \_\_\_\_\_

Section \_\_\_\_\_

Crown Allotment: \_\_\_\_\_

Crown Portion: II (PART)

LTO base record: DCMB (rural)

Title References: Vol. 8894 Fol. 699

Last Plan Reference: LOT 6 ON LP 92365

Postal Address: 347 CAMERONS LANE  
BEVERIDGE, 3753.

AMG Co-ordinates: E 316 600

(Of approx. centre of plan) N 5 851 200

Zone 55

## Council Certification and Endorsement

Council Name: MITCHELL SHIRE COUNCIL Ref: 299,377

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

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
Date of original certification under section 6 / /~~~~3. This is a statement of compliance issued under section 21 of the  
Subdivision Act 1988.~~

## Open Space

(i) A requirement for public open space under section 18 Subdivision  
Act 1988 ~~has~~ / has not been made.~~(ii) The requirement has been satisfied.~~~~(iii) The requirement is to be satisfied in Stage~~Council Delegate  
~~Council seal~~

Date 4 / 7 / 00

## Vesting of Roads or Reserves

Identifier

Council/Body/Person

Nil

Nil

## Notations

Depth Limitation: Does not apply

## Staging

This ~~is~~ is not a staged subdivision  
Planning Permit No. 301,885Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.

This survey has been connected to permanent marks no(s).

In proclaimed Survey Area no.

## Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

LTO use only

Statement of Compliance  
/ Exemption Statement

Received



Date 21 / 2 / 01

LTO use only

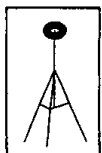
PLAN REGISTERED

TIME 2:35 P.M.

DATE 28 / 2 / 01

Assistant Registrar of Titles

Sheet 1 of 2 Sheets

ERIC SALTER PTY. LTD.  
CONSULTING LAND AND  
ENGINEERING SURVEYORS  
52A. SYDNEY STREET KILMORE  
TEL.57821414 FAX.57822416

LICENSED SURVEYOR (PRINT) ERIC GEORGE SALTER

SIGNATURE \_\_\_\_\_ DATE 11/4/00

REF 4924

VERSION 01

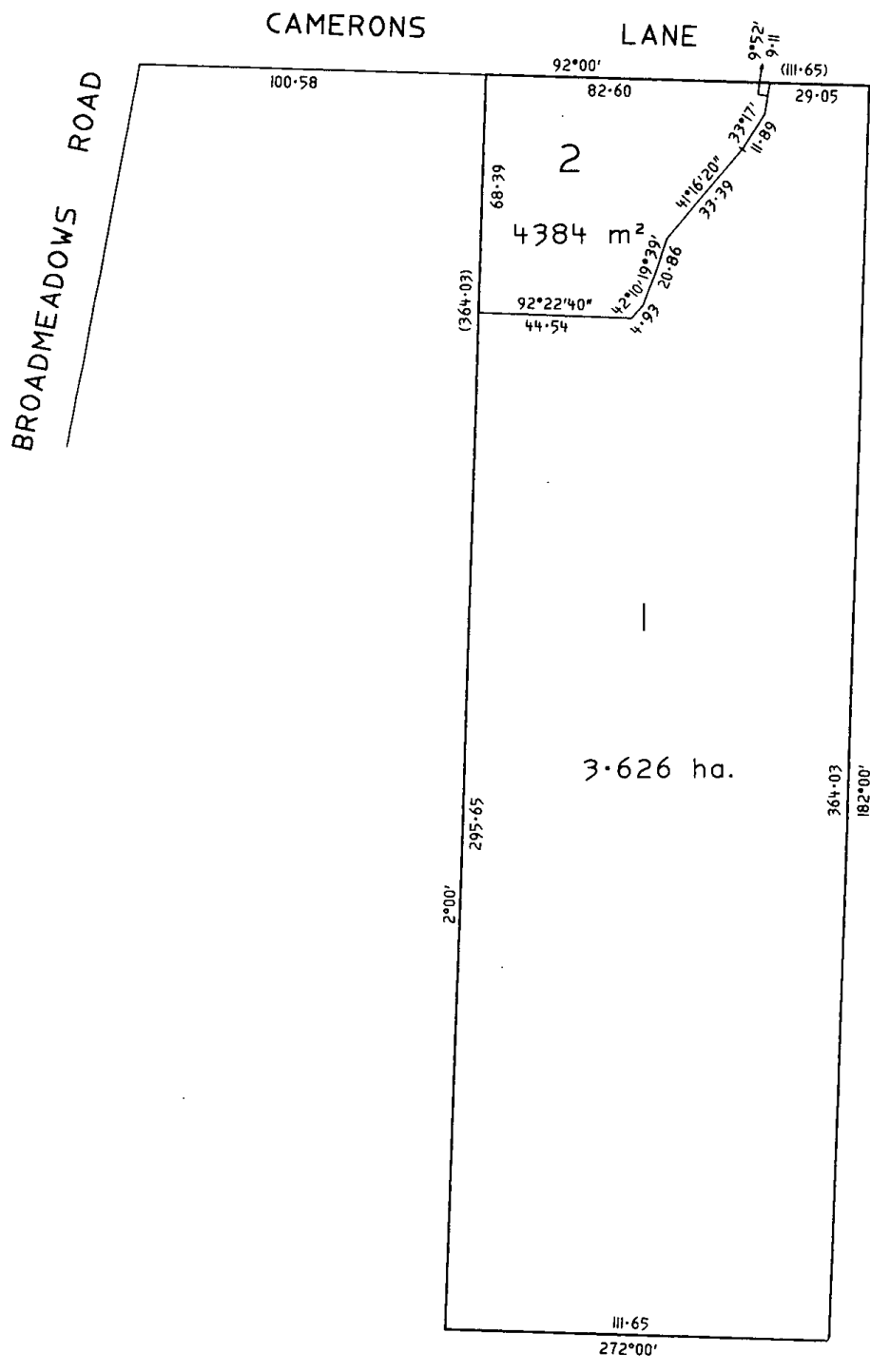
DATE 4 / 7 / 00

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 438453T



ERIC SALTER PTY. LTD.  
CONSULTING LAND SURVEYORS  
52A. SYDNEY STREET KILMORE  
TEL.57821414 FAX.57822416

SHEET 2 OF 2 SHEETS

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT)		ERIC GEORGE SALTER	
SHEET SIZE	SCALE			SIGNATURE	DATE		11/4/00
A3	1:1500	LENGTHS ARE IN METRES		REF 4924	VERSION 01		DATE 4/7/00
						COUNCIL DELEGATE SIGNATURE	

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
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Document Assembled	<b>04/11/2024 14:40</b>

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## Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

**AT390531A**

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Land: (volume and folio)

*SEE ATTACHMENT*

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
8 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING*

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,  
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
PURSUANT TO INSTRUMENT OF DELEGATION DATED 1 JULY 2020*

Signature

*Warrick McGrath*

Execution Date

*11 JULY 2020*

Full Name of Witness

*ANGUS WILLIAMSON*

Witness Signature

*[Signature]*

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

## AT390531A

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
607/208	9726/420	10869/005	11121/446	11228/975	11538/134	11937/336
1031/051	9742/415	10869/006	11121/456	11229/269	11538/136	11937/374
1264/604	9751/427	10871/183	11121/458	11229/770	11538/174	11944/155
1900/983	9760/269	10871/221	11121/461	11232/200	11546/582	11944/164
3017/316	9769/552	10871/237	11122/028	11232/789	11560/358	11945/535
3352/400	9769/556	10871/238	11122/032	11232/791	11560/361	11945/712
3958/592	9774/204	10871/247	11122/035	11232/853	11572/770	11945/719
4083/440	9806/588	10875/508	11122/041	11233/568	11573/853	11947/666
4392/391	9818/413	10880/694	11132/692	11233/582	11595/864	11949/002
5349/781	9818/417	10883/984	11132/699	11233/584	11595/865	11949/050
5492/250	9885/341	10883/988	11132/700	11239/321	11595/871	11949/198
6004/690	9885/347	10884/034	11132/710	11239/324	11595/879	11950/213
6122/329	9902/824	10884/972	11132/717	11239/340	11604/865	11950/226
6505/889	9911/058	10899/206	11133/045	11239/348	11610/101	11953/202
7297/320	9921/047	10907/416	11133/047	11239/358	11620/154	11953/232
7807/022	9947/688	10907/426	11133/062	11240/407	11621/802	11954/126
8139/395	9957/022	10907/427	11134/441	11240/410	11628/085	11954/924
8158/174	9957/025	10907/438	11134/442	11240/417	11628/772	11957/113
8257/133	9957/032	10907/442	11134/443	11240/419	11629/101	11959/849
8295/208	9957/045	10928/167	11134/446	11240/423	11632/127	11959/852
8310/127	9987/220	10928/173	11134/447	11240/433	11637/727	11959/882
8378/218	9989/841	10928/439	11134/450	11240/700	11640/893	11960/148
8378/220	9989/842	10928/446	11134/511	11240/701	11641/387	11961/277
8378/221	9990/103	10929/426	11134/514	11240/703	11643/339	11961/465
8378/226	9997/134	10931/313	11134/516	11240/968	11643/472	11962/616
8403/987	10008/331	10931/314	11134/528	11240/996	11644/471	11967/623
8413/680	10010/172	10931/320	11134/538	11241/442	11646/555	11970/535
8426/111	10034/620	10931/326	11138/567	11242/638	11646/578	11970/654
8429/573	10039/621	10938/477	11138/579	11242/643	11649/739	11971/039
8441/919	10044/342	10947/740	11138/583	11242/646	11653/725	11972/163
8444/460	10073/295	10947/759	11138/590	11242/648	11653/747	11972/846
8452/916	10075/491	10947/766	11151/576	11242/652	11654/311	11972/856
8485/427	10090/363	10947/771	11151/580	11242/667	11654/316	11975/394
8485/484	10091/036	10947/773	11155/033	11243/814	11654/358	11975/400
8485/514	10092/780	10947/775	11156/978	11243/832	11654/361	11976/333
8485/548	10106/700	10947/780	11160/402	11243/834	11654/373	11978/519
8506/391	10112/478	10947/782	11160/405	11243/835	11655/234	11978/955
8510/185	10124/981	10947/804	11160/406	11244/142	11659/541	11979/335
8521/800	10130/031	10947/816	11160/419	11245/085	11679/684	11979/429
8521/816	10154/036	10947/818	11160/423	11249/619	11679/688	11979/570
8526/995	10159/525	10947/820	11161/338	11249/622	11688/694	11980/441
8526/998	10172/544	10947/824	11161/339	11249/626	11690/439	11981/486
8536/860	10179/786	10947/828	11161/346	11249/650	11690/747	11981/496
8547/978	10179/788	10952/218	11161/364	11249/652	11728/268	11981/500
8549/433	10184/825	10952/230	11161/367	11249/654	11730/482	11982/429

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8570/020	10197/464	10952/258	11165/275	11249/662	11730/497	11982/692
8587/714	10198/028	10959/268	11165/280	11250/665	11730/546	11982/701
8623/217	10198/323	10961/145	11165/281	11250/667	11730/559	11982/735
8625/275	10215/726	10961/154	11165/286	11250/668	11730/560	11982/961
8658/986	10244/869	10961/155	11165/287	11250/672	11730/570	11984/397
8677/894	10246/575	10961/169	11165/293	11250/679	11730/573	11984/871
8683/579	10250/581	10961/170	11165/304	11250/683	11730/605	11985/247
8693/511	10252/427	10963/357	11166/719	11254/167	11730/612	11987/319
8718/982	10252/584	10964/025	11166/723	11258/925	11730/646	11988/208
8735/387	10266/744	10964/030	11171/923	11258/944	11730/650	11988/925
8739/796	10276/848	10964/035	11171/935	11263/337	11730/679	11988/929
8742/596	10277/878	10964/037	11171/952	11263/344	11773/377	11988/952
8747/085	10303/154	10964/040	11171/953	11263/354	11791/581	11989/599
8752/088	10306/125	10964/046	11171/960	11268/782	11798/931	11989/766
8772/073	10310/687	10976/085	11171/969	11269/006	11819/147	11989/773
8772/924	10310/978	10977/822	11171/970	11269/023	11819/164	11989/918
8776/404	10316/290	10978/532	11172/674	11269/457	11819/168	11989/929
8797/390	10318/536	10987/978	11172/952	11269/722	11820/038	11990/626
8797/610	10318/537	10988/000	11174/079	11271/078	11820/066	11990/730
8800/021	10325/987	10988/003	11179/674	11274/536	11820/136	11990/903
8806/407	10363/839	10988/011	11180/512	11274/725	11829/681	11991/305
8807/338	10363/840	10988/023	11180/514	11277/705	11834/551	11992/134
8812/769	10369/871	10988/028	11180/519	11277/734	11837/391	11992/156
8841/999	10373/550	10988/043	11180/521	11277/955	11837/409	11992/295
8855/795	10397/865	10994/250	11180/529	11277/956	11847/527	11992/296
8885/605	10397/866	10994/260	11184/098	11278/574	11847/703	11992/303
8894/694	10413/619	10994/265	11188/817	11278/592	11847/707	11992/617
8900/263	10431/707	10995/844	11188/820	11289/609	11847/718	11992/665
8900/267	10442/555	10996/774	11188/821	11290/005	11848/038	11993/289
8900/271	10507/866	11002/502	11188/823	11300/091	11848/725	11993/585
8900/284	10511/535	11002/515	11188/828	11300/093	11852/562	11993/594
8900/300	10531/176	11003/453	11188/829	11300/489	11852/573	11993/920
8900/310	10531/177	11003/468	11188/838	11301/618	11853/491	11994/093
8924/425	10532/115	11016/433	11189/589	11302/371	11853/494	11995/974
8954/151	10532/196	11016/435	11189/590	11304/501	11853/540	11995/975
8954/154	10532/198	11016/439	11189/598	11304/502	11853/722	11997/374
8954/172	10532/207	11016/456	11189/604	11309/119	11854/934	11998/323
8965/260	10544/086	11016/466	11189/736	11309/134	11855/821	12002/458
8965/616	10558/303	11016/490	11189/742	11314/185	11856/932	12004/467
8968/228	10570/230	11016/500	11189/744	11318/985	11857/585	12007/331
8975/840	10571/375	11016/506	11189/749	11321/070	11857/596	12010/476
9001/454	10591/787	11016/507	11189/750	11322/314	11857/905	12010/498
9001/458	10599/628	11016/517	11189/751	11322/321	11858/555	12010/744
9034/279	10610/003	11018/828	11189/755	11322/323	11860/187	12011/445
9039/031	10626/645	11018/834	11194/954	11327/533	11860/195	12011/449
9047/508	10626/647	11018/870	11197/653	11328/160	11860/199	12013/982

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9053/185	10626/649	11029/152	11197/654	11333/915	11866/759	12014/595
9070/221	10629/942	11029/154	11197/655	11333/925	11867/389	12017/349
9070/711	10632/527	11029/164	11198/851	11335/794	11869/933	12017/471
9070/717	10648/757	11047/298	11198/852	11336/006	11870/692	12019/718
9075/464	10667/939	11047/316	11200/858	11336/028	11874/117	12022/450
9077/059	10676/038	11047/329	11201/247	11336/035	11874/439	12023/347
9080/704	10678/704	11047/333	11201/385	11336/042	11877/009	12023/362
9087/412	10680/405	11048/524	11202/516	11336/990	11877/023	12026/370
9105/302	10686/142	11048/526	11204/095	11340/319	11882/880	12026/385
9109/389	10689/946	11050/093	11205/211	11342/007	11882/888	12026/390
9109/399	10700/037	11050/101	11206/677	11347/432	11882/890	12027/354
9116/690	10700/038	11050/113	11206/679	11347/433	11882/921	12027/366
9127/839	10706/760	11050/115	11206/683	11352/239	11882/926	12031/635
9144/382	10706/765	11054/759	11206/684	11359/328	11884/365	12031/661
9176/325	10709/430	11061/195	11206/685	11369/346	11884/376	12031/723
9183/747	10710/963	11062/868	11206/700	11371/679	11884/382	12035/821
9216/866	10725/166	11064/066	11206/702	11377/714	11884/471	12036/735
9216/987	10725/167	11064/450	11208/784	11382/181	11884/520	12036/746
9227/855	10756/924	11075/445	11208/787	11389/025	11885/089	12036/962
9260/702	10757/518	11075/448	11208/789	11391/245	11885/237	12037/024
9271/685	10799/136	11075/449	11208/791	11391/246	11885/564	12039/483
9317/266	10800/153	11075/460	11208/792	11394/387	11885/752	12039/487
9330/234	10802/058	11075/466	11208/794	11403/329	11887/116	12040/337
9352/804	10811/645	11075/957	11208/809	11405/868	11887/650	12040/341
9368/908	10811/654	11075/983	11208/810	11410/221	11887/659	12040/546
9375/951	10811/660	11076/417	11209/231	11419/730	11889/069	12041/704
9378/383	10811/690	11076/431	11211/105	11435/440	11889/955	12041/705
9381/442	10811/701	11076/434	11211/107	11440/441	11889/966	12043/062
9426/842	10811/706	11076/435	11211/118	11454/968	11890/135	12043/193
9426/843	10811/714	11080/734	11211/122	11456/780	11893/255	12046/751
9427/550	10811/715	11080/740	11216/115	11475/031	11903/775	12047/264
9478/667	10811/723	11080/742	11216/122	11488/494	11906/940	12047/267
9484/167	10811/726	11080/743	11216/124	11488/674	11910/275	12047/268
9485/594	10811/728	11081/918	11216/127	11493/229	11910/539	12047/283
9506/358	10811/738	11084/039	11220/642	11493/231	11910/758	12047/326
9514/259	10811/742	11085/154	11222/368	11499/801	11910/762	12050/168
9546/805	10811/764	11100/915	11222/370	11507/195	11910/775	12050/936
9570/236	10811/767	11100/921	11222/376	11510/957	11917/668	12051/156
9590/758	10817/245	11100/928	11222/381	11517/923	11917/688	12051/158
9601/826	10831/731	11100/935	11227/043	11519/967	11918/488	12051/393
9606/815	10847/635	11101/432	11228/594	11520/421	11918/493	12052/400
9619/000	10849/145	11101/439	11228/595	11530/375	11918/501	12052/401
9623/605	10850/136	11101/440	11228/607	11530/733	11920/116	12052/413
9626/019	10851/916	11101/458	11228/624	11530/912	11920/365	12053/419
9626/955	10852/871	11111/296	11228/627	11530/914	11922/332	12053/596
9626/957	10852/879	11114/386	11228/931	11530/925	11922/667	12058/975

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9658/132	10852/883	11119/283	11228/939	11530/927	11923/181	12060/160
9662/708	10852/890	11119/313	11228/945	11531/246	11923/244	12060/197
9687/143	10852/893	11119/318	11228/953	11535/565	11925/791	12061/452
9713/988	10852/905	11119/322	11228/957	11535/570	11926/295	12061/455
9721/960	10852/911	11119/329	11228/966	11535/587	11929/581	12064/145
9724/876	10852/912	11121/442	11228/971	11535/589	11932/346	

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 November 2024 04:20 PM

## PROPERTY DETAILS

Address: **349 CAMERONS LANE BEVERIDGE 3753**

Lot and Plan Number: **Lot 2 PS438453**

Standard Parcel Identifier (SPI): **2\PS438453**

Local Government Area (Council): **MITCHELL**

Council Property Number: **110743**

Planning Scheme: **Mitchell**

Directory Reference: **Vicroads 60 G9**

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

[Planning Scheme - Mitchell](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **KALKALLO**

## OTHER

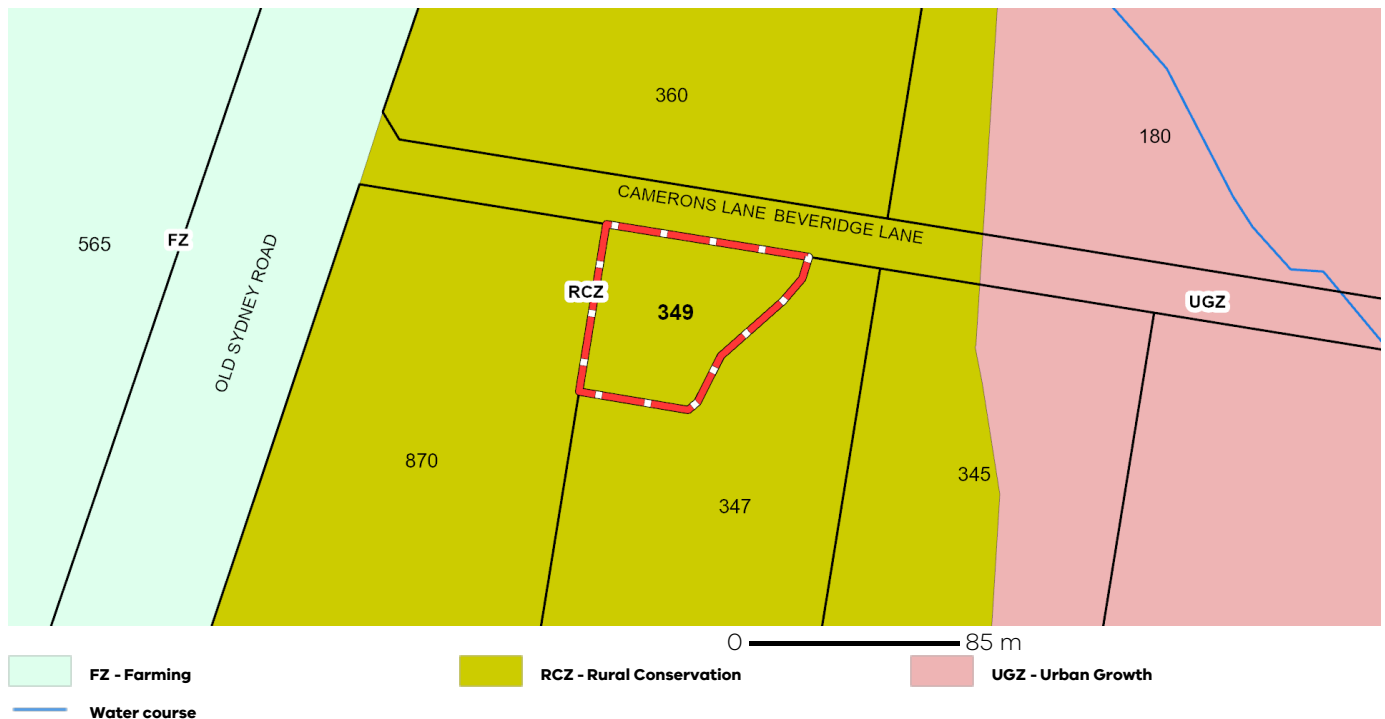
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RURAL CONSERVATION ZONE \(RCZ\)](#)

[SCHEDULE TO THE RURAL CONSERVATION ZONE \(RCZ\)](#)



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



## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### EROSION MANAGEMENT OVERLAY (EMO)



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

## 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>



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

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

## Further Planning Information

Planning scheme data last updated on 6 November 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 13 November 2024 04:19 PM

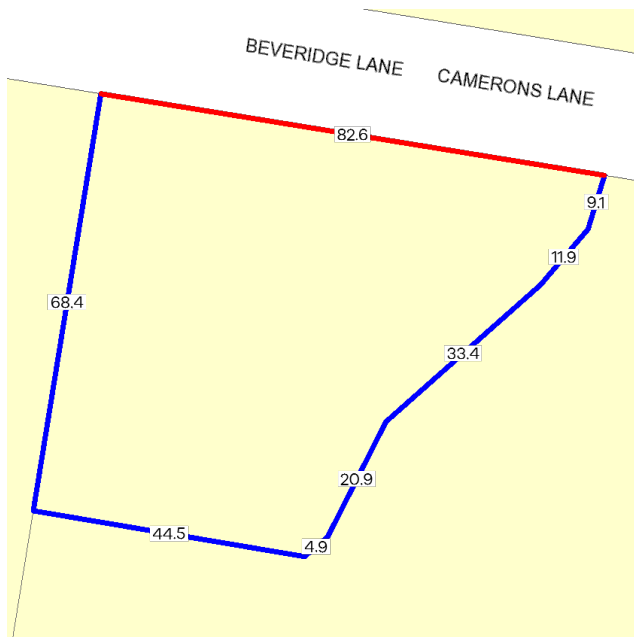
## PROPERTY DETAILS

Address: **349 CAMERONS LANE BEVERIDGE 3753**  
Lot and Plan Number: **Lot 2 PS438453**  
Standard Parcel Identifier (SPI): **2\PS438453**  
Local Government Area (Council): **MITCHELL**  
Council Property Number: **110743**  
Directory Reference: **Vicroads 60 G9**

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

## SITE DIMENSIONS

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



**Area:** 4383 sq. m

**Perimeter:** 276 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



# Due Diligence Checklist

## Consumer Affairs Victoria

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### 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Fay Maghnie

Client Reference:242623

NO PROPOSALS. As at the 4th November 2024, 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®.

349 CAMERONS LANE, BEVERIDGE 3753  
SHIRE OF MITCHELL

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: 4th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 74811054 - 74811054143824 '<no reference>'**

4th November 2024

Fay Maghnie C/- LANDATA  
LANDATA

Dear Fay Maghnie C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	349 CAMERONS LANE BEVERIDGE 3753
<b>Applicant</b>	Fay Maghnie C/- LANDATA LANDATA
<b>Information Statement</b>	30897093
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	349 CAMERONS LANE BEVERIDGE 3753
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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

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

**Melbourne Water Property Information Statement**

Property Address	349 CAMERONS LANE BEVERIDGE 3753
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STATEMENT UNDER SECTION 158 WATER ACT 1989

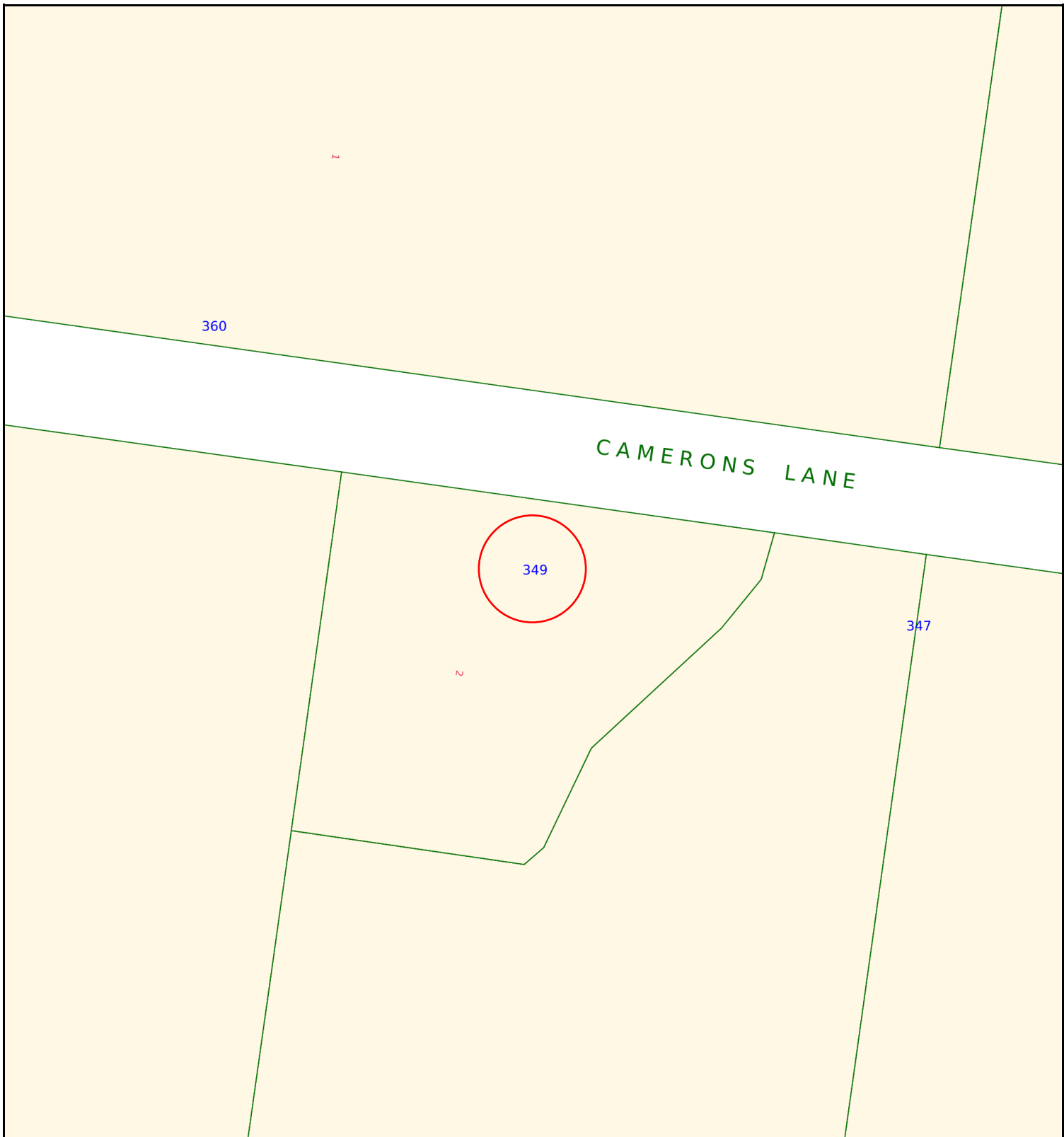
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**
















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

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

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

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



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30897093</b>	<b>Address</b>		349 CAMERONS LANE BEVERIDGE 3753			 ABN 93 066 902 501
	<b>Date</b>		04/11/2024			
	<b>Scale</b>		1:1000			
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		<b>Disclaimer:</b> 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;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch				

Fay Maghnie C/- LANDATA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 5343653473  
**Rate Certificate No:** 30897093

**Date of Issue:** 04/11/2024  
**Your Ref:**

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
349 CAMERONS LANE, BEVERIDGE VIC 3753	2\PS438453	1773714	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77

### Other Charges:

Interest	No interest applicable at this time	
	No further charges applicable to this property	
	Balance Brought Forward	\$1.39
	Total for This Property	\$32.16



GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

**Property No:** 1773714

**Address:** 349 CAMERONS LANE, BEVERIDGE VIC 3753

**Water Information Statement Number:** 30897093

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 53436534731

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**





## Valuations, Rates and Charges

1 July 2024 to 30 June 2025

M H M Al Jobore  
349 Camerons Lane  
BEVERIDGE VIC 3753

025

## Issue Date

26 July 2024

## Property Number

110743

## Overdue Pay Now

\$0.00

**Property** 349 Camerons Lane, BEVERIDGE VIC 3753  
Lot 2 PS 438453 Vol 10570 Fol 230

**Site Value** \$526,000 **Market Level Date** 01/01/2024

**Net Annual Value** \$36,850 **Valuation Effective Date** 01/07/2024

**Capital Improved Value (CIV)** \$737,000

**COUNCIL: Rates and Charges 2024/2025**

Standard Garbage Charge	1 x \$544.00	\$544.00
Gen Rate - General Land	\$737,000 x 0.00233444	\$1,720.40
Municipal Charge	1 x \$199.35	\$199.35
<b>Total Council Rates and Charges 2024/2025</b>		<b>\$2,463.75</b>

**STATE GOVERNMENT: Fire Services Property Levy 2024/2025**

AVPCC: 117 - Residential Rural/Rural Lifestyle

Fire Service Levy Residential Fixed	1 x \$132	\$132.00
Fire Service Levy Residential Variable	\$737,000 x 0.000087	\$64.10
<b>Total State Government Fire Services Property Levy 2024/2025</b>		<b>\$196.10</b>

Payments received after 22/07/2024 have not been deducted from the amount due on this notice.

## Instalment 1

Due 30/09/2024

\$664.85

## Instalment 2

Due 30/11/2024

\$665.00

## Instalment 3

Due 28/02/2025

\$665.00

## Instalment 4

Due 31/05/2025

\$665.00

**Avoid late payment  
interest of 10% pa by  
paying your rates on  
time. Payment plans  
are available.**

**Total Amount Payable****\$2,659.85**

**For more payment options please turn over. If you are having difficulties paying please contact Council.**



Billers Code: 93807  
Ref: 1107432



Billers Code: 93807  
Ref#: 1107432  
INTERNET Go to www.bpoint.com.au  
PHONE: Phone 1300 BPOINT



Billpay Code: 9190  
Ref: 1107 4311



View and pay this bill using  
internet banking  
BPayView Registration No.: 1107432

To pay this bill – visit any Post Office,  
phone 13 18 16, or go to  
postbillpay.com.au.



\*71 190 110743 11

**Receive your rates notice via email**

Register now at [mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)  
with eNotices reference number



4D7BDEB46T



**Resource Recovery  
Centre Vouchers  
2024/25 see back.**

## HOW IS MY RATE CHARGE CALCULATED?

Each year when we set the budget, we set what's called a rate in the dollar.

**We have a number of different rating categories including general, rural, commercial, industrial and vacant land.**

We use the Capital Improved Value (CIV) of your property which is determined by an independent valuer. This is multiplied by the rate in the dollar to determine your general rate charge.

Your rates notice also includes a municipal charge and, for properties with access to a kerbside collection service, a garbage charge.



Information about our rating categories and other charges set by Council can be found in Council's Budget and Revenue and Rating Plan, available on our website. A list of the rating categories and their respective rates in the dollar in use by Council is shown below.

Rating Category	Rate multiplied by CIV	Equivalent charge*
General Rate	0.00233444	\$1,720.48
Vacant Land - Residential	0.00466888	\$3,440.96
Vacant Land - Commercial/Industrial	0.00583610	\$4,301.21
Rural Agricultural (40ha to 100ha)	0.00210100	\$1,548.44
Rural Agricultural (>100ha)	0.00186755	\$1,376.38
Subdivisional Land	0.00560266	\$4,129.16

\*These charges are shown for comparative purposes only. Many factors are considered to determine the rating classification and valuation of your property. Any changes in these considerations may result in either your classification and/or valuation changing. The rounding used in the table above may differ from that on the front of your notice.

## HAS COUNCIL MET THE RATE CAP?

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipality
- The application of any differential rate by Council
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap

## I'M A PENSIONER. CAN I GET A CONCESSION ON MY RATES?

If you hold a current Pensioner Concession Card or Veteran Affairs Gold Card (War Widow or TPI) you may be eligible for a rebate on your main residence. Health Care Card holders are not eligible for a rebate.

## NEED TO CHANGE YOUR ADDRESS?

You need to let us know in writing if you have changed your postal address. A formal Notice of Acquisition is required for any ownership changes.

## CAN I SET UP A PAYMENT PLAN FOR MY RATES?

Payment plans are available for your rates and charges if you are unable to provide payment of the four instalments by the due dates. Please contact Council as soon as possible to discuss your situation and set up a payment plan to avoid extra costs. Interest is charged at 10% pa on any overdue amounts until they are paid in full or have a formalised payment plan in place. We may refer overdue balances that don't have an up to date payment plan to a debt collection agency and begin legal action for recovery. This may result in legal costs being added to your account.

You can also make an early payment, schedule payments throughout the year or apply for a Direct Debit. As long as you have a \$0 balance when each instalment payment is due, you won't be charged interest.

The *Local Government Act 1989* permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

## WHAT IF I THINK MY PROPERTY IS VALUED INCORRECTLY?

Under the *Valuation of Land Act 1960*, you need to lodge an objection within two months of the date of issue of this notice. Objections can be submitted online or in writing. Please contact us to discuss the objection method that will work best for you. Please ensure you pay your rates and charges on your rates notice to avoid penalty interest. If your property value is lowered as a result of the objection, we will credit any difference.

## WHAT IF I THINK MY PROPERTY CATEGORY IS WRONG?

If you think your property category is incorrect, please contact us. We will review your property type and let you know the outcome. If you believe this is still incorrect, you have rights under section 183 of the *Local Government Act 1989* and can apply to VCAT to review the decision. You have 60 days from when you receive this notice to make an application with VCAT.

## CAN I DISPUTE MY RATES?

If you believe the property in this assessment is not rateable, that the rate or charge was calculated incorrectly or that you are not the person liable for the payment of rates and charges please contact us. We will review your account and make a determination. If you believe this is still incorrect, you have rights under section 184 of the *Local Government Act 1989* and can appeal to the County Court to request a review. This must be done within 60 days of this rates notice being issued.

## CAN I APPEAL THE FIRE SERVICES LEVY?

In some circumstances you can apply to waive or defer the Fire Services Property Levy. For more information please contact the State Revenue Office or visit [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au).

## HOW ARE MY PAYMENTS ALLOCATED TO MY RATES?

All payments are allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

## HOW CAN I PAY?

Direct Debit	BPOINT: Phone / Internet	BPay / BPAYView	POST BillPay	Mail	In Person
Complete an application form to set up a direct debit arrangement by 4 quarterly instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: <a href="http://www.mitchellshire.vic.gov.au/pay-my-rates">www.mitchellshire.vic.gov.au/pay-my-rates</a>	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	<b>In Store:</b> Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). <b>Phone:</b> 131 816 <b>Online:</b> <a href="http://auspost.com.au/postbillpay">auspost.com.au/postbillpay</a>	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: <b>Mitchell Shire Council</b> 113 High Street BROADFORD VIC 3658	<b>Broadford:</b> 113 High Street <b>Seymour:</b> 125 Anzac Avenue <b>Kilmore:</b> 12 Sydney Street <b>Wallan:</b> Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.

## Resource Recovery Centre Vouchers 2024/25

Your vouchers can be used for green waste, hard waste, or general waste. To redeem your vouchers bring a copy of the QR code (hard copy or photo on your phone), along with photo ID or your current rates notice to one of our Resource Recovery Centres in Broadford, Pyalong, Seymour and Wallan.

Each time you scan, you will redeem \$40 in value. The vouchers are valid until 30 September 2025. Any unspent voucher value is not redeemable, and cannot be exchanged for cash or credit.

QR codes are only provided on the annual notice and are not on instalment notices.

Scan QR Code to redeem your voucher.

\$40 per scan  
Maximum 5 scans  
USE BY:  
30 Sept 2025



MTS24FN6T000482530