



Independent Conveyancing

Group Pty Ltd

VENDOR:

Suleyman Mehmet Suleyman and Candan Suleyman

CONTRACT OF SALE

PROPERTY:

8 Mount Way CAROLINE SPRINGS VIC 3023

Ref: 5285

Address: 33 Derrimut Street, ROCKBANK VIC 3335

Email: independentconveyancing@gmail.com

Mobile: 0459 343 599

CONTRACT OF SALE OF REAL ESTATE

Property Address: 8 Mount Way CAROLINE SPRINGS VIC 3023

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions (which are in standard form: see General Condition 6.1)

in that order of priority

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20

Print name of person signing **Suleyman Mehmet Suleyman and Candan Suleyman**

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
1/240 Caroline Springs Boulevard CAROLINE SPRINGS VIC 3023

Tel: 0409 853 503

Ref: Nathan Hunt Email: sold@rataandco.com.au

VENDOR

Suleyman Mehmet Suleyman and Candan Suleyman

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Independent Conveyancing Group Pty Ltd
of 33 Derrimut Street, ROCKBANK VIC 3335

Tel: 0459 343 599

Ref: 5285

Email:
independentconveyancing@gmail.com

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general conditions 7 and 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11015 / 119	535	PS603637P

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS
3023

8 Mount Way CAROLINE SPRINGS VIC

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT

Price

\$

Deposit

\$ _____ by _____ (of which _____ has been paid)

Balance

\$ _____ payable at settlement

=====

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (refer to general condition 19)

The price includes GST (if any) unless the words **'plus GST'** appears in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words **'Farming business'** or **'going concern'** in this box:

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

SETTLEMENT (general conditions 17 and 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

AGENTS: Please ensure that you do NOT insert and/or choose a settlement date after 23 December 2025 and before 5 January 2026 whilst our office and most Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box:

in which case refer to general condition 1.1.

If **'subject to lease'** then particulars of the lease are:
(only complete the one that applies. Check tenancy agreement/lease before completing details.

*residential tenancy agreement for a fixed term ending

Or

*periodic residential tenancy agreement determinable by notice

Or

*lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (general condition 20)

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

Lender:

Loan amount:

Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

SPECIAL CONDITIONS

INFORMATION ONLY

SPECIAL CONDITIONS

1. Identity And Measurements

The Purchaser admits that the land as offered for sale, occupied by the Vendor and inspected by the Purchaser is identical to that described as the land sold in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

2. Planning

The property is sold subject to any restrictions as to the use under any permit, order, plan, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

3. Company Guarantee

If the Purchaser shall be or include a body corporate, the signatories to the Contract hereby personally guarantee the performance of the Contract and the observance of all the terms and conditions in the Contract and shall be jointly and severally liable for such performance and observance of all the terms and conditions. Further all the Directors of the body corporate agree to sign a persona guarantee in the form provided by the Vendor upon request.

4. Foreign Investment Review Board

- 4.1. The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the Purchaser to obtain consent to enter this contract.
- 4.2. If there is a breach of the warranty contained in clause 3.1 (whether intentional or not) the Purchaser must indemnify and compensate the vendor for any loss, damage or cost which the Vendor incurs as a result of the breach;
- 4.3. This warranty and indemnity do not merge on completion of this contract.

5. Goods And Services Tax

- 5.1 For the purposes of this Special Condition:
 - 5.1.1 'GST' means GST within the meaning of the GST Act;
 - 5.1.2 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999*;
 - 5.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.
- 5.2
 - 5.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which payment is to be made;
 - 5.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply.

6. Acknowledgements

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent a Statement pursuant to Section 32 of the Sale of Land Act 1962.

7. Deposit

- a. The said deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 and on the Purchaser becoming entitled to a transfer or conveyance of the land the Purchaser will provide to the Vendor written acknowledgement to that effect.
- b. Any deposit money received by a Solicitor or Estate Agent shall be held as Stakeholder pursuant to Division 3 of the Sale of Land Act 1962.
- c.

8. Condition of Property and Compliance with Notices

The Purchaser acknowledges that the Purchaser takes the Property including improvements, chattels and fixtures in their present state and condition, subject to any defects and that the Vendor makes no representations or warranties as to their fitness for purpose or whether they are in working order and that:-

- (a) The Vendor shall not be required to undertake any repairs, alterations or works of any nature whether with respect to condition, materials or anything else;
- (b) the Vendor shall not be required to obtain the consent of any party or to move or remove any structure in the event any of the improvements on the Property are built over or near easements located on the Property;
- (c) the Vendor shall not be required to make good any damage or undertake any repairs, alterations or works of any nature with respect to removal of any fixtures or chattels excluded from the sale; and
- (d) no objection shall be taken or requisitions made and no compensation shall be claimed or allowed and settlement shall not be delayed by reason of any matter arising from the same.

9. Services

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

The Purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service her or she may require. Unless the Purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The Purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

10. Insurance

The property remains at the risk of the Vendor until final settlement; however, the Purchaser acknowledges that he or she has been advised to fully insure all the improvements on the property from the date the Contract becomes unconditional.

11. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 11 applies, if the box is marked "EC"

11.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

11.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

11.3 Each party must:

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

11.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions’ legislation.

11.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

11.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 11.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

11.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

11.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 10.

12. Transfer of Land – If matter will not proceed electronically

The Purchaser shall deliver to the Vendor a Transfer of Land not less than ten (10) days before settlement. The Vendor will not be obliged to complete this Contract until the expiration of 10 days from the receipt of the Transfer of Land. The Purchaser will be deemed to have made default in payment of the balance as from the settlement date where the Transfer of Land is not delivered in accordance with this Special Condition. An administration fee of \$220.00 will apply if such default occurs.

13. Adjustments and Certificates

The Purchaser’s representative on behalf of the Purchaser agrees to provide a copy of all fresh updated authority certificates including Council, Water, Land Tax and Owners Corporation (if applicable) obtained by them to complete any Statement of Adjustments to the Vendor’s representative. The Vendor or its representative will not be obliged to provide any cheque direction until this condition has been complied with.

14. Sale Proceeds

The Vendor authorizes Independent Conveyancing Group Pty Ltd to specify and collect on behalf of the Vendor all proceeds due under this Contract of Sale in the manner specified by Independent Conveyancing Group Pty Ltd with Independent Conveyancing Group Pty Ltd producing any separate or other direction or authority from the Vendor. The Purchaser agrees to provide the proceeds in accordance with the written direction to Independent Conveyancing Group Pty Ltd.

15. Number Of Cheques – If matter will not proceed electronically

The Vendor may request up to a maximum of eight (8) Bank cheques at settlement.

16. Settlement – If matter will not proceed electronically

Settlement shall be affected prior to 3:30 pm (Eastern Standard Time or Eastern Daylight-Saving Time) at the office of the Vendor's representative or at any place nominated by the Vendor's representative. Should the settlement not occur before the said time on or after the due date for the completion of the Contract, as a result of the conduct of the Purchaser, his or her representative or their mortgagee or mortgagees, the Purchaser shall be deemed to be in default in the payment of the residue of the purchase money until the following business day.

Should Independent Conveyancing Group Pty Ltd hold clear Certificate of Title on behalf of the Vendor, settlement shall take place at the office of Independent Conveyancing Group Pty Ltd. If a CBD settlement attendance is required by the Purchaser's representative, a bank cheque made payable to 'Independent Conveyancing Group Pty Ltd' for the amount of \$330.00 shall be applicable for the attendance of same.

17. Default

Should the Purchaser default in payment of any of the purchase monies herein then the Purchaser will pay penalty interest on such outstanding monies at the rate of fifteen percent (15%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General Condition 26 does not apply to this Contract.

17.1 The Purchaser acknowledges and agrees:-

- a. that if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses;
- b. the Vendor shall not in any circumstances be liable for any damages, costs or interest whatsoever and howsoever arising; and
- c. to pay the sum of \$660.00 (inclusive of GST) to the Vendor's representative being the costs of preparation and service of a Default Notice. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under the Contract or otherwise.

17.2 The Purchaser in addition to the interest chargeable under this Contract shall pay to the Vendor on demand for:-

- a. interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement; and
- b. costs and expenses as between conveyancer and client;
- c. accommodation expenses necessarily incurred by the Vendor;
- d. A fee for rescheduling settlement from the due date to such alternative date thereafter set at \$330.00 for each and every rescheduled settlement date. Such additional amounts must be paid on the said rescheduled settlement date.

18. Notice to the Purchaser – Residential premises or potential residential land - GST Withholding in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Please mark one box only:

The Purchaser is **not required** to withhold GST at settlement as the Property is an existing residential premises or commercial premises.

The Purchaser **is required** to withhold GST at settlement as the property is:

- (i) A new residential premises; or
- (ii) A potential residential land included on a property subdivision plan.

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

(a) Seller's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the seller hereby gives notice under s 14-255 that the buyer is not required to make a GST withholding payment under s 14-250 for the reason for the reason indicated in the table; otherwise

- (ii) The seller shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (b) Amount to be withheld by the buyer
 - (i) Where the margin scheme applied 7% of the purchase price; otherwise
 - (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration)
- (c) Buyer to notify Australian Taxation Office
The buyer must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (d) Buyer to remit withheld amount
 - (i) If settlement is conducted through an electronic conveyancing platform, the buyer must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - (ii) The buyer must give the seller on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The seller must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (e) Seller to indemnify buyer
In the event that the buyer is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the seller indemnifies the buyer for such additional amount.

19. Swimming Pool/Spa

Should the property include a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract should the swimming pool/spa not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

20. Solar Panels (if Applicable)

If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

21. Nomination

The Purchaser may no later than 10 days before the due date for settlement, nominate a substitute or subsequent purchaser, however the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract. The Purchaser must pay to the Vendor's representatives' costs for administration in the sum of \$330.00 by way of adjustment at settlement.

22. Reschedule Fee

Rescheduling settlement from the Contract of Sale date to such alternative date, a fee of \$330.00 for each and every rescheduled date will be applicable. Such additional amounts must be paid on the said rescheduled settlement date.

23. Early Possession and Licence Agreement

In the event, that the Vendor allows the Purchaser to take early possession of the subject property, prior to settlement, a Licence Agreement will be required. The Purchaser shall execute a Licence Agreement as

prepared by the Vendor's representative and agrees to pay the cost of \$440.00 associated with the preparation of the same. Such cost to be adjusted/payable at settlement.

24. No Land Tax Adjustment

Where the day of sale is 01 January 2024 or later, and the sale price of the property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property and the Purchaser shall not be required to make any payment or contribution to the Vendor's land tax at settlement or otherwise.

25. Settlement Date (Christmas and New Year Holiday Period)

If settlement has not taken place on or before 23 December 2025 in which settlement is agreed to occur, then both parties agree that settlement will be set on 5 January of the following calendar year. It is agreed that neither party may issue a Default and/or Rescission Notice on the other party between the period of 23 December 2025 in which settlement is set and 5 January 2025 of the following calendar year, or make any objection, requisition, or claim for compensation, arising from or in connection with the failure to complete settlement under this special condition.

26. Addition and/or Removal of Special Conditions by the Purchaser

- 26.1 No special conditions, hand-written or otherwise, will be taken to form part of the Contract of Sale unless the Vendor has provided fully informed consent to the addition and/or removal of any special conditions in the Contract of Sale.
- 26.2 For the avoidance of doubt, fully informed consent by the Vendor will only arise after the Vendor's representative has provided advice and the Vendor makes a decision to add and/or remove special conditions from the Contract of Sale based on that advice.
- 26.3 If the Purchaser wishes to add and/or remove any special conditions in the Contract of Sale, the selling agent together with the Purchaser's representative must first inform the Vendor's representative of the changes requested. The Vendor's representative must then advise the Vendor accordingly and the Vendor will make their decision to add and/or remove special conditions based on that advice.
- 26.4 If the above procedure is not strictly followed, then any special conditions added and/or removed in the Contract of Sale will not be legally binding on the Vendor.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

- 11 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 12 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 13 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 14 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 15 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 16 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 61 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 62 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 63 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 64 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 65 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 66 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

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

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8 SERVICES

81 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.

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

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

11 RELEASE OF SECURITY INTEREST

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

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

113 If the purchaser is given the details of the vendor's date of birth under general condition 11.2 the purchaser must (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and (b) keep the date of birth of the vendor secure and confidential.

114 The vendor must ensure that at or before settlement, the purchaser receives-

- (a) a release from the secured party releasing the property from the security interest; or (b) a statement in writing in accordance with section 275(1)
- (b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

- (a) that-
- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

1110 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

1111 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

1112 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

1113 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-

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

(b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.

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

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

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

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

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

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

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

136 The contract will be at an end if:

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

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

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

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

Money

14 DEPOSIT

141 The purchaser must pay the deposit:

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

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

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

143 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

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

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

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

147 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15 DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

156 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 To the extent of the payment. 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16 BANK GUARANTEE

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

162 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) Settlement;
- (b) The date that is 45 days before the bank guarantee expires;
- (c) The date on which this contract ends in accordance with general condition 35.2 (default not remedied) following breach by the purchaser; and (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

168 This general condition is subject to general condition 14.2 (deposit).

17 SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:

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

172 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18 ELECTRONIC SETTLEMENT

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

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

183 Each party must:

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

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

185 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

186 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

189 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

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

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

- (a) the particulars of sale specify that OST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the OST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the OST Act.

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

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

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

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

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

196 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract. 19.7 In this general condition:

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

20 LOAN

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

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

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

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

21 BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22 PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23 ADJUSTMENTS

231 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.

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

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

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

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

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

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

245 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

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

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

247 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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

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

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

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

25 GST WITHHOLDING

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

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

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

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

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

256 The purchaser must: (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and (b) ensure that the representative does so.

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

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

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor wants that:

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

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

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

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000. 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

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

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of
Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of
Witness

Director(Sign)

Due diligence checklist

What you need to know before buying a residential property

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Suleyman Mehmet Suleyman and Candan Suleyman
Property:	8 Mount Way CAROLINE SPRINGS VIC 3023 Volume 11015 Folio 119

VENDORS REPRESENTATIVE

Independent Conveyancing Group Pty Ltd

33 Derrimut Street
ROCKBANK VIC 3335

Tel: 0459 343 599

Fax:

Email: independentconveyancing@gmail.com

Ref: 5285

SECTION 32 STATEMENT
8 MOUNT WAY CAROLINE SPRINGS VIC 3023

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is **contained in the attached certificate/s and** as follows-

Provider	Amount (& interest if any)	Period
Melton City Council	See attached	Per annum
Greater Western Water	See attached	Per annum

Any **further amounts** (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$6,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The **particulars of any Charge** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32A (c) Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

- (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the Municipal rates notice or Property Clearance Certificate or is as follows AVPCC No. 110
- (b) Is the land tax reform scheme land within the Meaning of the CIPT Act? YES X NO

SECTION 32 STATEMENT
8 MOUNT WAY CAROLINE SPRINGS VIC 3023

- (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or Property Clearance Certificate or is as follows
- Date:
OR
X Not applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of **insurance maintained by the Vendor** in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section **137B of the Building Act 1993 applies**, particulars of the required insurance are as follows:-
No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge **there is no existing failure to comply** with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land **is not** in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme:
Responsible Authority:
Zoning:
Planning Overlay/s: OR See attached certificate

SECTION 32 STATEMENT
8 MOUNT WAY CAROLINE SPRINGS VIC 3023

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- **None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) **The Vendor is not aware** of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: **Not Applicable**

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is **NOT** –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

SECTION 32 STATEMENT
8 MOUNT WAY CAROLINE SPRINGS VIC 3023

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the **Register Search Statement/s** and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

32J SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at his or her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 within 30 days after the completion of any Contract of Sale.

The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement

SECTION 32 STATEMENT
8 MOUNT WAY CAROLINE SPRINGS VIC 3023

- **Due Diligence Checklist**
- Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Suleyman Mehmet Suleyman and Candan Suleyman

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

UNDISCHARGED MORTGAGES – S32A(a)

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962 (Vic) (sub-Section 32(2)(a)).

TERMS CONTRACTS - S32A(d)

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

Register Search Statement - Volume 11015 Folio 119

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 11015 FOLIO 119

Security no : 124129673928G
Produced 06/11/2025 05:27 PM

LAND DESCRIPTION

Lot 535 on Plan of Subdivision 603637P.

PARENT TITLES :

Volume 10946 Folio 952 Volume 10978 Folio 571

Created by instrument PS603637P 18/06/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

SULEYMAN MEHMET SULEYMAN

CANDAN SULEYMAN both of 8 MOUNT WAY CAROLINE SPRINGS VIC 3023

AV719189P 08/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV719190F 08/06/2022

COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS603637P 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: 8 MOUNT WAY CAROLINE SPRINGS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA

Effective from 14/06/2022

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 06/11/2025, for Order Number 89510326. Your reference: 5285.

INFORMATION ONLY

PLAN OF SUBDIVISION	STAGE No. <hr/>	LR USE ONLY EDITION 2	PLAN NUMBER PS 603637P
----------------------------	--------------------	---------------------------------	----------------------------------

LOCATION OF LAND

PARISH: MARIBYRNONG

TOWNSHIP:

SECTION: B

CROWN ALLOTMENT: 15 (PART) AND 15A

CROWN PORTION:

TITLE REFERENCES:

LAST PLAN REFERENCE/S: PS 533499M (LOT 1189)
PS 533504X (LOT 1178)

POSTAL ADDRESS: LOT 1189 GOURLAY ROAD
(At time of subdivision) CAROLINE SPRINGS 3023

AMG Co-ordinates E 300 450
(of approx centre of land in plan) N 5 823 250
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF MELTON REF: *Sub 2920*

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

OPEN SPACE

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

Council Delegate
 Council Seal
 Date **16/4/07**

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

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 RESERVE No.1 RESERVE No 2	SHIRE OF MELTON SHIRE OF MELTON SHIRE OF MELTON

NOTATIONS

STAGING This is/ is not a staged subdivision.
 Planning permit No.

DEPTH LIMITATION
 15-24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN.

ROAD R1 IS PARTLY ENCUMBERED BY EASEMENT E-3

LOTS 1 TO 502, 504 TO 510, 548 TO 1208 & 1210 TO 1215 HAVE BEEN OMITTED FROM THIS PLAN

OTHER PURPOSE OF THE PLAN:
 REMOVAL OF PART OF DRAINAGE EASEMENT E-6 CREATED ON PS 533499M AS IT AFFECTS LOT 537 ON THIS PLAN

GROUNDS FOR REMOVAL:
 BY AGREEMENT UPON REGISTRATION OF THIS PLAN

SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY.

**CAROLINE SPRINGS
 OAKWOOD STAGE 12
 40 LOTS** **3.643ha**

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 8 FOR EASEMENTS DETAILS				

LR USE ONLY


STATEMENT OF COMPLIANCE/
 EXEMPTION STATEMENT

RECEIVED

DATE **14/6/07**

LR USE ONLY

PLAN REGISTERED
 TIME **3:26 PM**
 DATE **18/06/07**


 Assistant Registrar of Titles

SHEET 1 OF 8 SHEETS

EARTH TECH

Survey & Spatial Solutions-Melbourne
 Tel 8517 9213 Fax 8517 9477

LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE

REF **0497150.1012** VERSION **C**

DATE

COUNCIL DELEGATE SIGNATURE

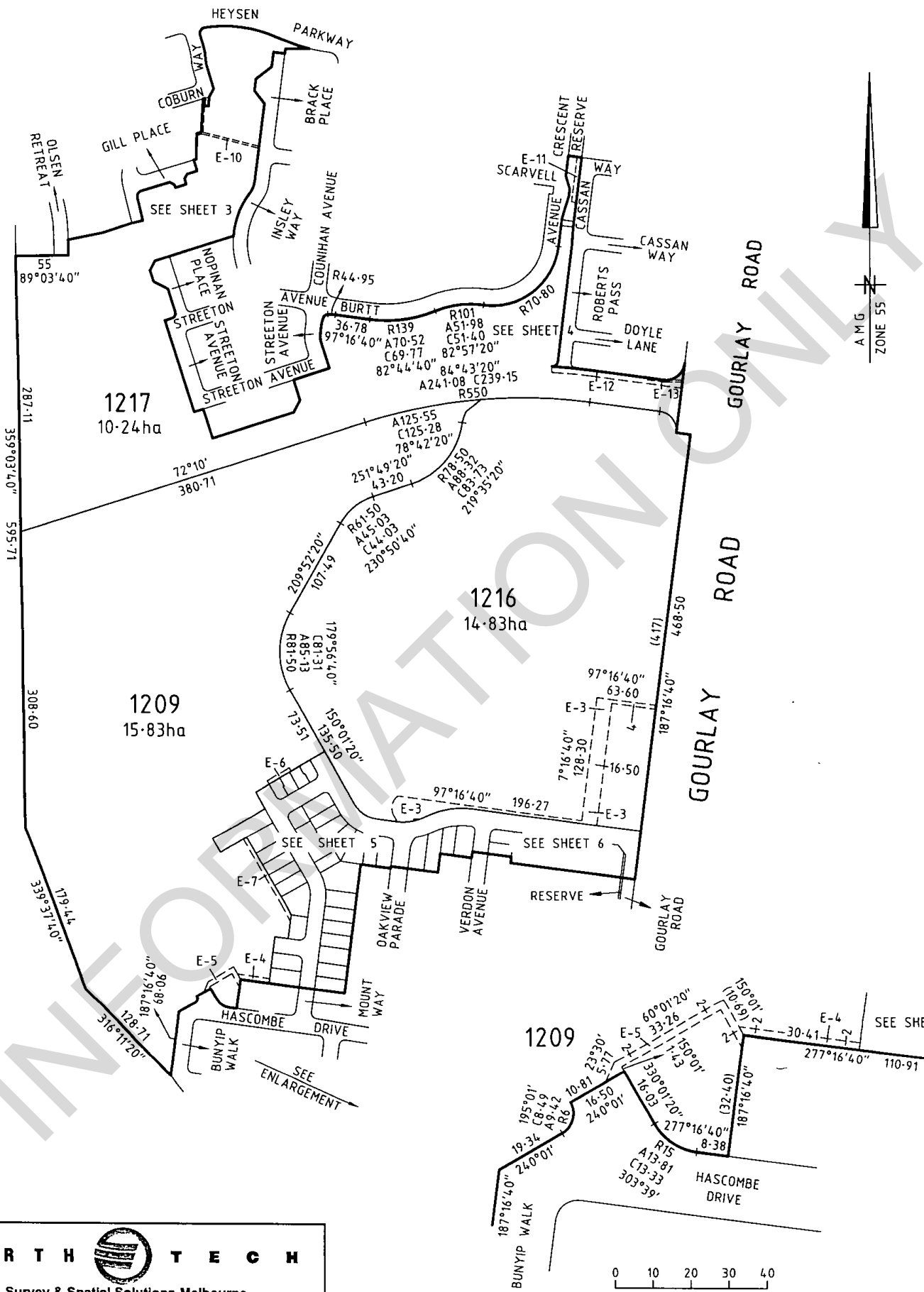
ORIGINAL SHEET SIZE **A3**

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603637P

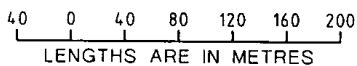


EARTH TECH



Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE



ORIGINAL

SCALE SHEET SIZE
1:4 000 A3

LICENSED SURVEYOR (PRINT),

SIGNATURE

REF **0497150-1012**

PATRICK RICE

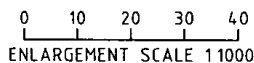
DATE

VERSION **C**

SHEET 2 OF 8 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

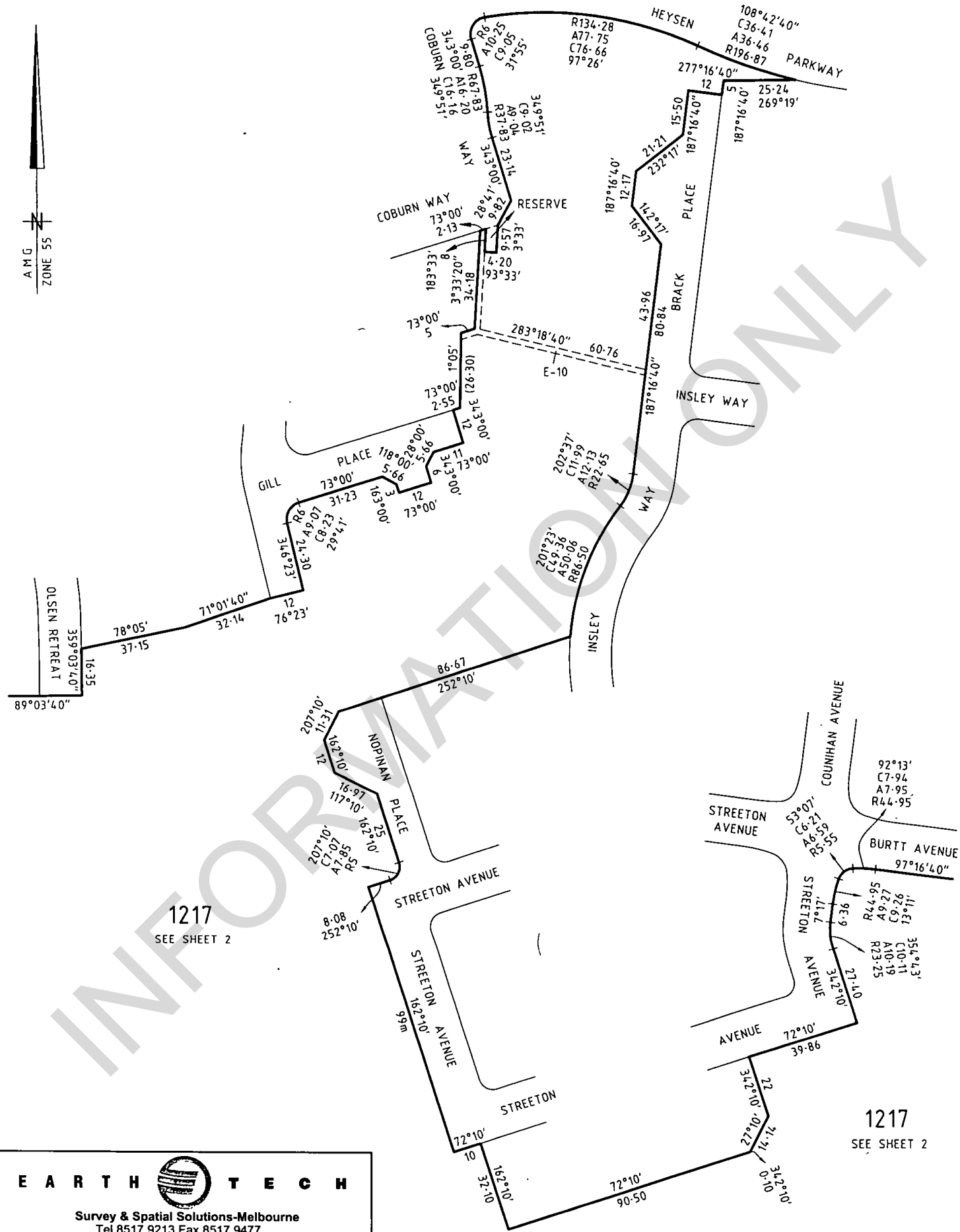


PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

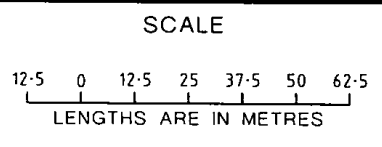
PS 603637P



1217
SEE SHEET 2

1217
SEE SHEET 2

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477



ORIGINAL SCALE SHEET SIZE
1:1250 A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE
SIGNATURE DATE
REF 0497150.1012 VERSION C

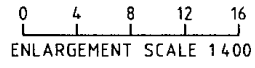
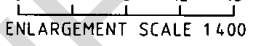
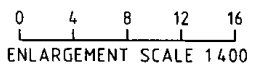
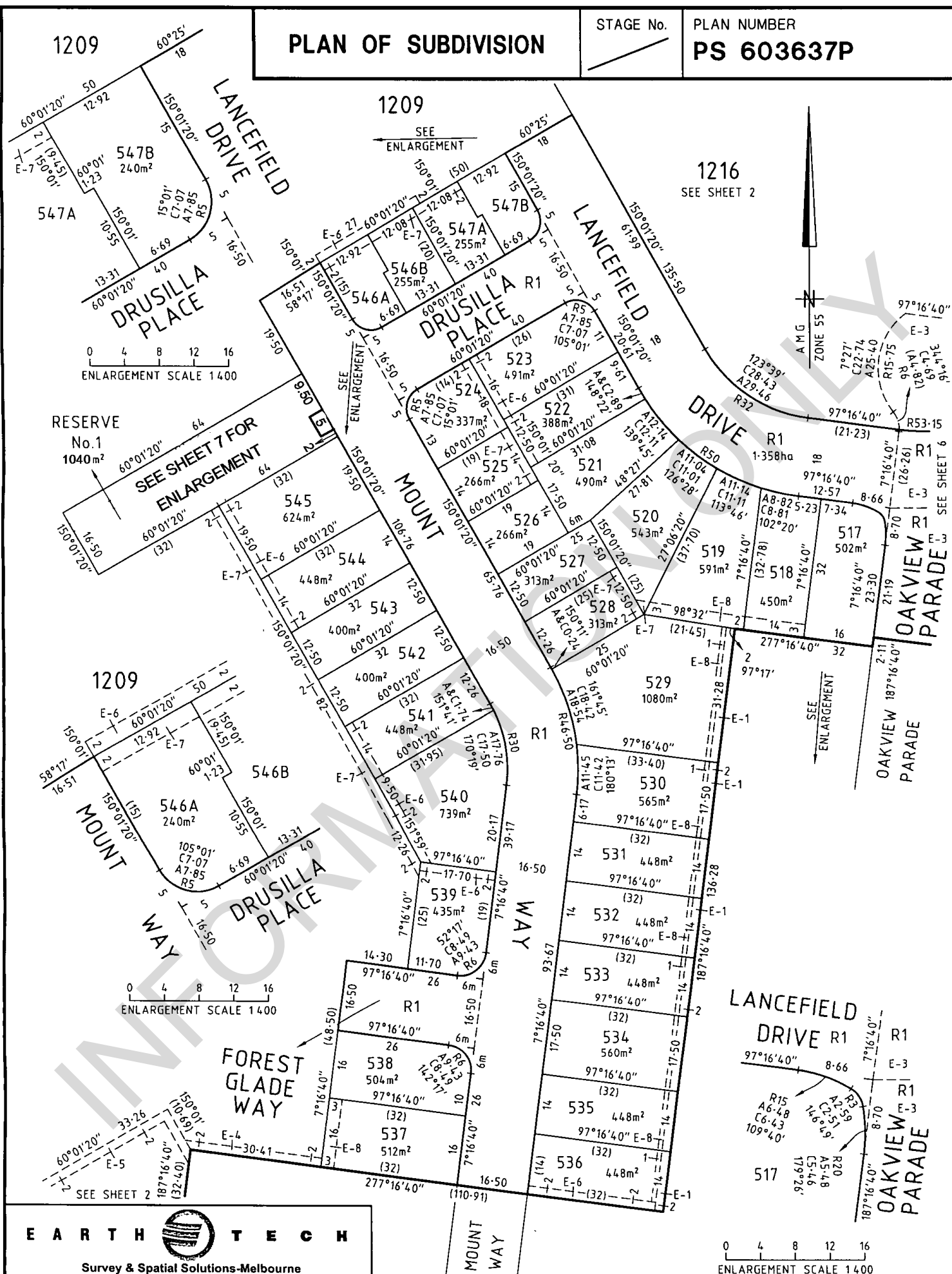
SHEET 3 OF 8 SHEETS
DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603637P



EARTH TECH
 Survey & Spatial Solutions-Melbourne
 Tel 8517 9213 Fax 8517 9477

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE
1:800

SHEET SIZE
A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE

REF **0497150-1012** VERSION **C**

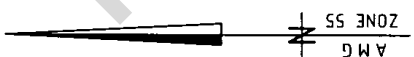
SHEET 5 OF 8 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. / PLAN NUMBER
PS 603637P



SEE SHEET 2

16.50

128.30

7°16'40"

E-3

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

16.50

7°16'40"

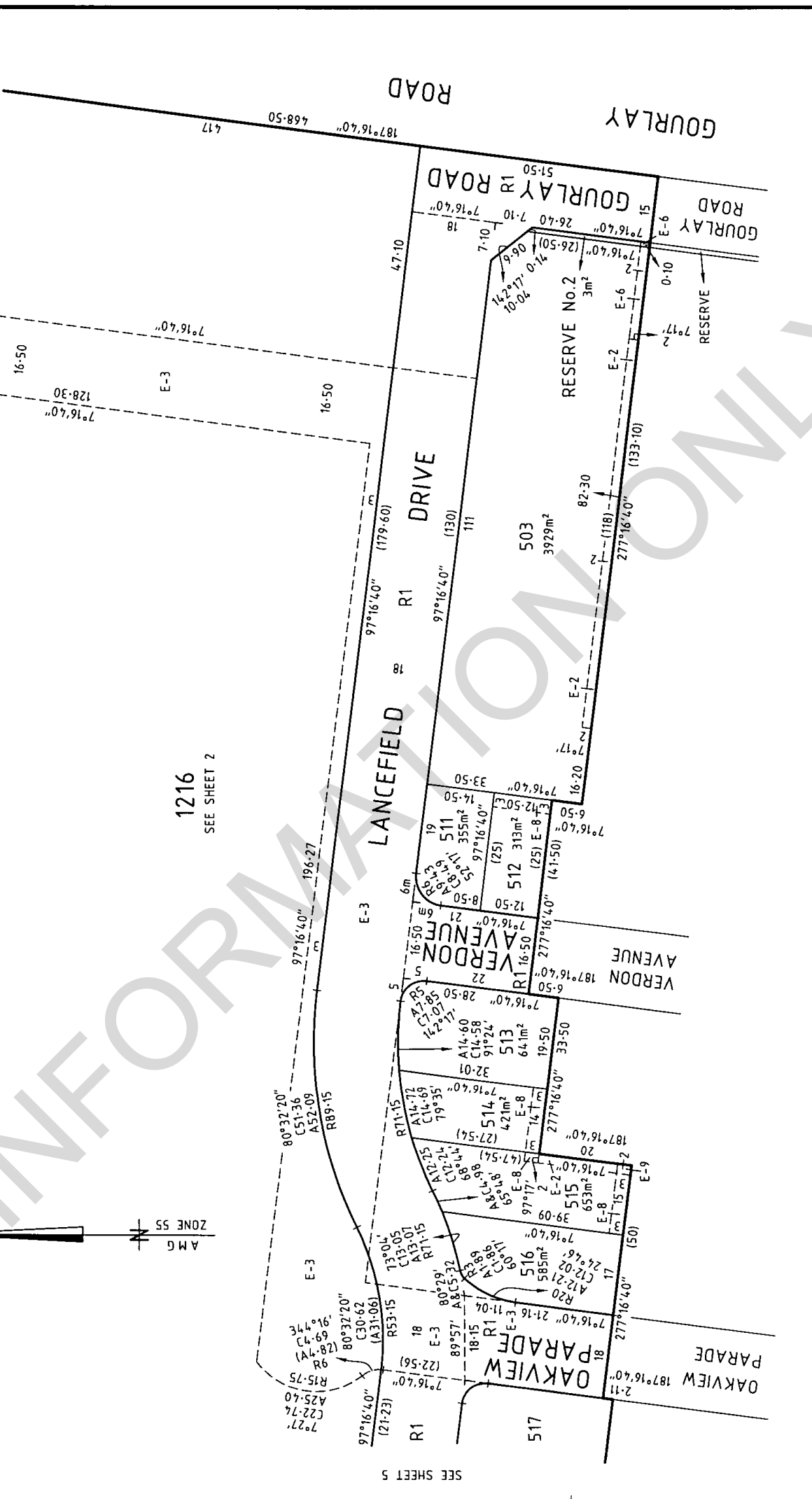
16.50

7°16'40"

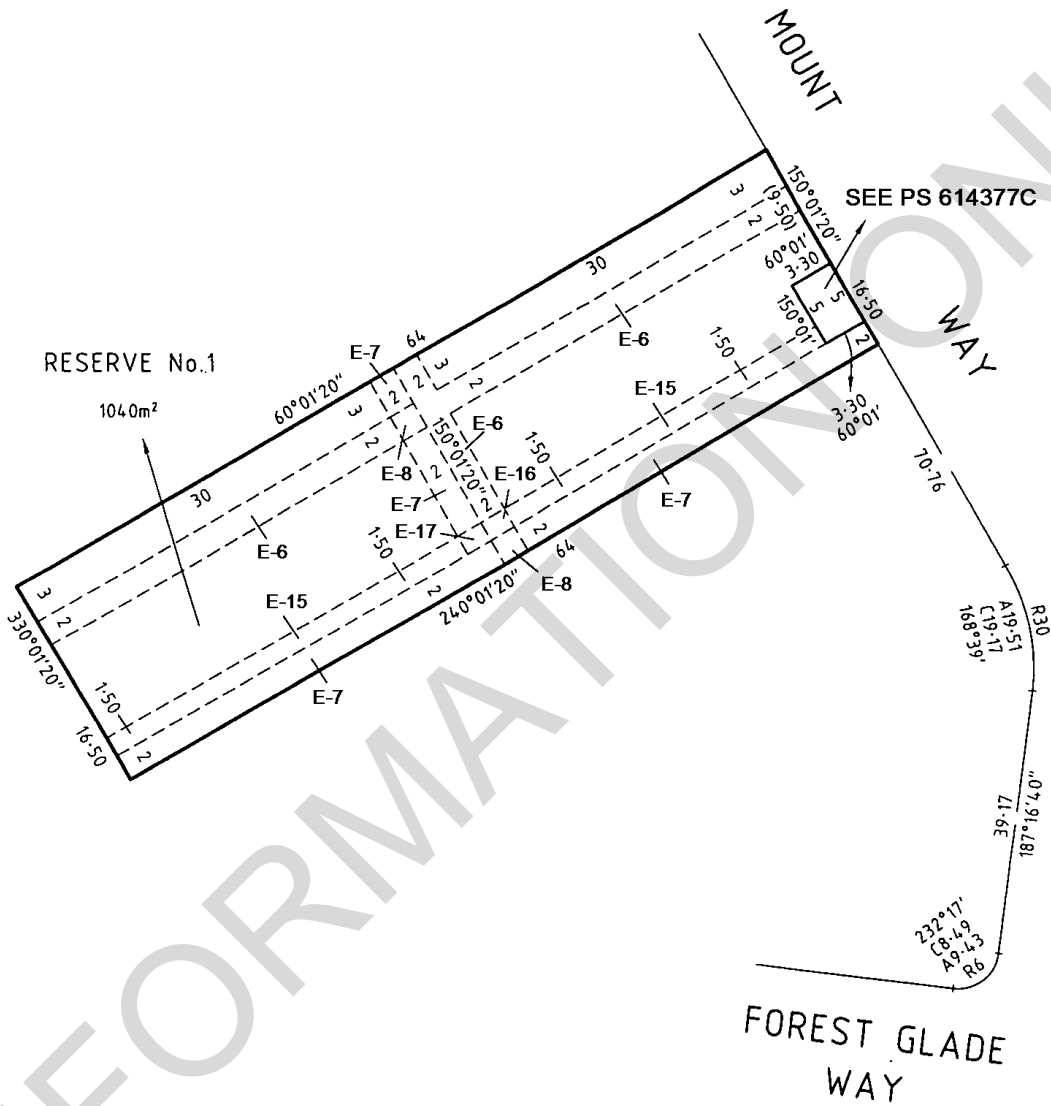
16.50

7°16'40"

16.50

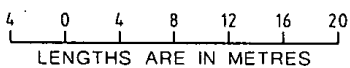


PS 603637P



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:400
SHEET SIZE A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE
SIGNATURE DATE
REF 0023s-0W12A VERSION A

SHEET 7 OF 8 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 603637P
---------------------	----------------	----------------------------------

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE DRAINAGE	SEE PLAN SEE PLAN	PS 530035Y THIS PLAN	CITY WEST WATER LTD SHIRE OF MELTON
E-2	DRAINAGE	SEE PLAN	PS 530035Y	SHIRE OF MELTON
E-3	WATER SUPPLY	SEE PLAN	PS 523421J	CITY WEST WATER LTD
E-4	DRAINAGE	SEE PLAN	PS 533499M	SHIRE OF MELTON
E-5	SEWERAGE	SEE PLAN	PS 533499M	CITY WEST WATER LTD
E-6	DRAINAGE	SEE PLAN	THIS PLAN	SHIRE OF MELTON
E-7	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LTD
E-8	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	SHIRE OF MELTON CITY WEST WATER LTD
E-9	DRAINAGE DRAINAGE SEWERAGE	SEE PLAN SEE PLAN SEE PLAN	PS 530035Y THIS PLAN THIS PLAN	SHIRE OF MELTON SHIRE OF MELTON CITY WEST WATER LTD
E-10	DRAINAGE SEWERAGE	2 2	PS 415889H PS 415889H	SHIRE OF MELTON CITY WEST WATER LTD
E-11	DRAINAGE	5	PS 518571S	MELBOURNE WATER LTD
E-12	WATER SUPPLY	SEE PLAN	PS 533504X	CITY WEST WATER LTD
E-13	SEWERAGE WATER SUPPLY	2 2	PS 415881A PS 533504X	CITY WEST WATER LTD CITY WEST WATER LTD
E-14	WATER SUPPLY	6.13	PS 533504X	CITY WEST WATER LTD
E-15	POWERLINE	SEE PLAN	PS614377C - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
E-16	DRAINAGE POWERLINE	SEE PLAN	PS603637P PS614377C - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SHIRE OF MELTON POWERCOR AUSTRALIA LTD
E-17	SEWERAGE POWERLINE	SEE PLAN	PS603637P PS614377C - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	CITY WEST WATER LTD POWERCOR AUSTRALIA LTD

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE

REF **0497150.1012** VERSION **C**

SHEET 8 OF 8 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

Created at 06 November 2025 05:29 PM

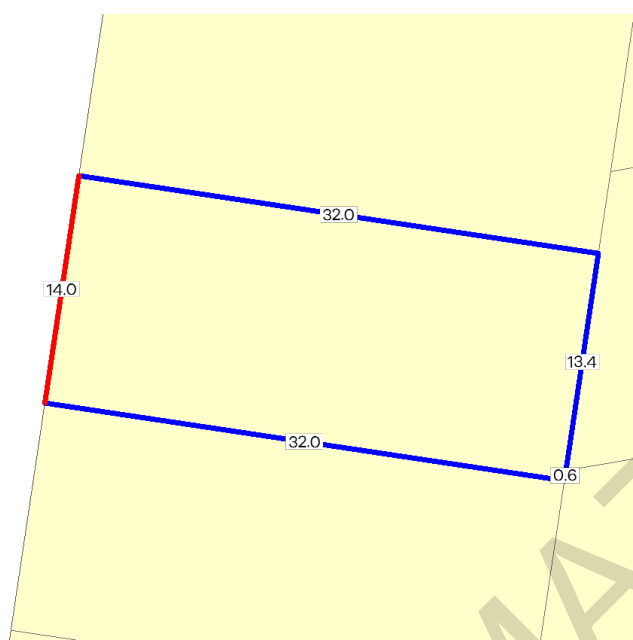
PROPERTY DETAILS

Address: **8 MOUNT WAY CAROLINE SPRINGS 3023**
Lot and Plan Number: **Lot 535 PS603637**
Standard Parcel Identifier (SPI): **535\PS603637**
Local Government Area (Council): **MELTON**
Council Property Number: **481770**
Directory Reference: **Melway 356 F5**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 448 sq. m

Perimeter: 92 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: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

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



 Selected Property

From www.planning.vic.gov.au at 06 November 2025 05:30 PM

PROPERTY DETAILS

Address: **8 MOUNT WAY CAROLINE SPRINGS 3023**
Lot and Plan Number: **Lot 535 PS603637**
Standard Parcel Identifier (SPI): **535\PS603637**
Local Government Area (Council): **MELTON**
Council Property Number: **481770**
Planning Scheme: **Melton**
Directory Reference: **Melway 356 F5**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

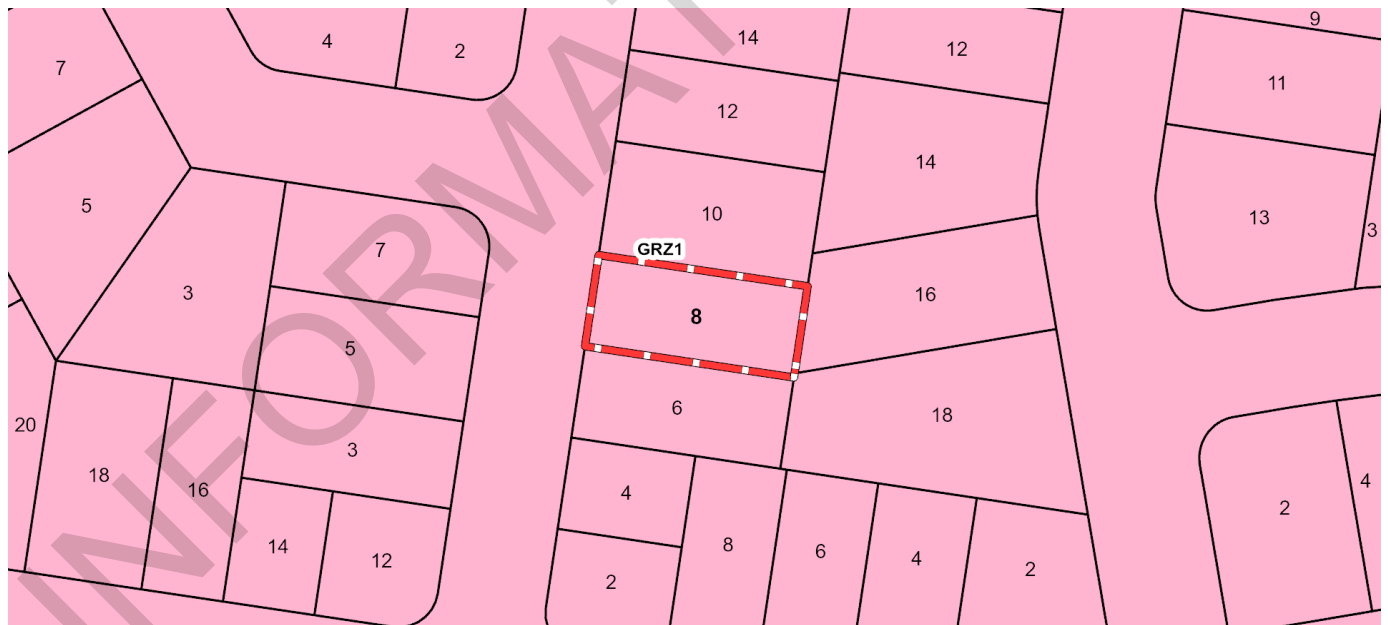
Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.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 2025.

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.vic.gov.au/vicplan/>

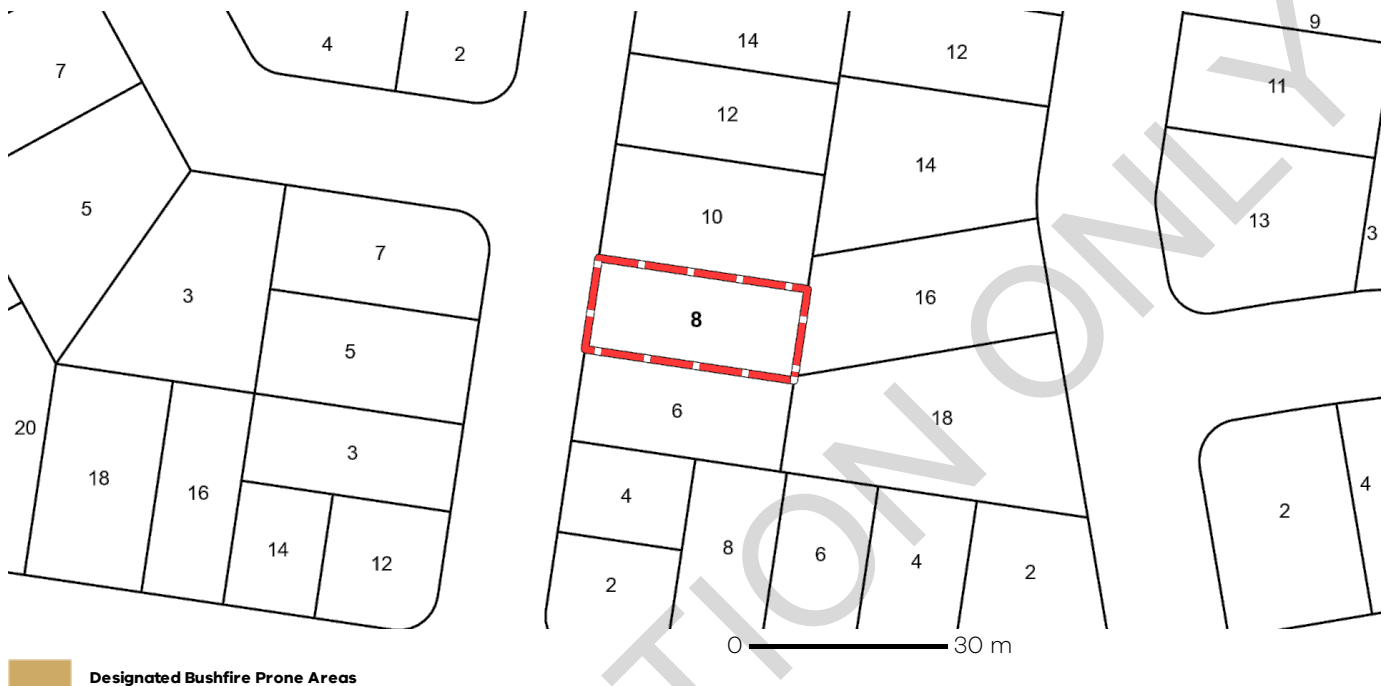
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

32.08
31/03/2025
VC267

GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

Purpose

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

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

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

32.08-1
27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

MELTON PLANNING SCHEME

Use	Condition
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.

MELTON PLANNING SCHEME

Use	Condition
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.08-3
16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

Minimum garden area requirement

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

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

Clause 56 requirement

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

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

Class of subdivision	Objectives and standards to be met
60 or more lots	All except clause 56.03-5.
16 – 59 lots	All except clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except clauses 56.02-1, 56.03-1 to 56.03-4, 56.03-5 (unless the land is in the Neighbourhood Character Overlay), 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2, 56.04-5, 56.06-8 and 56.07-4.

VicSmart applications

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

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. 	Clause 59.02

Class of application	Provision
<ul style="list-style-type: none"> ▪ Each lot will contain either: <ul style="list-style-type: none"> – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit. 	

Subdivide land into two lots for residential development if:	Clause 59.11
<ul style="list-style-type: none"> ▪ The subdivision creates at least one vacant lot. ▪ The land does not contain native vegetation if it has an area of 0.4 hectares or more. ▪ The land is not located in an Environmental Audit Overlay, Neighbourhood Character Overlay or an area that is a designated bushfire prone area as determined under section 192A of the <i>Building Act 1993</i>. 	

32.08-4
14/12/2023
VC253

Construction or extension of a dwelling, small second dwelling or residential building

Minimum garden area requirement

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

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

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5
08/09/2025
VC282

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in clause 54.02-7.

MELTON PLANNING SCHEME

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

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

VicSmart applications

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

Class of application	Provision
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: <ul style="list-style-type: none">▪ clause 54.02-1 Street setback.▪ clause 54.02-2 Building height.▪ clause 54.02-3 Side and rear setbacks.▪ clause 54.02-4 Walls on boundaries.▪ clause 54.02-5 Site coverage▪ clause 54.02-6 Tree canopy.▪ clause 54.02-7 Front fences.▪ clause 54.04-1 Daylight to existing windows.▪ clause 54.04-2 Existing north-facing windows.▪ clause 54.04-3 Overshadowing secluded open space.▪ clause 54.04-4 Overlooking.▪ clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 54
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

Transitional provisions

Clauses 32.08-5, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-6
08/09/2025
VC282

Construction and extension of a small second dwelling on a lot

Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

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

Class of application	Provision
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ clause 54.02-1 Street setback. ▪ clause 54.02-2 Building height. ▪ clause 54.02-3 Side and rear setbacks. ▪ clause 54.02-4 Walls on boundaries. ▪ clause 54.02-5 Site coverage. ▪ clause 54.02-6 Tree canopy. ▪ clause 54.02-8 Building setback for small second dwellings. ▪ clause 54.03-5 Safety and accessibility for small second dwellings. ▪ clause 54.04-1 Daylight to existing windows. ▪ clause 54.04-2 Existing north-facing windows. ▪ clause 54.04-3 Overshadowing secluded open space. ▪ clause 54.04-4 Overlooking. ▪ clause 54.05-2 Overshadowing domestic solar energy systems. <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 54

Transitional provisions

Clauses 32.08-6, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-7
16/10/2025
VC288

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

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

MELTON PLANNING SCHEME

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

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

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

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

Class of application	Provision
<p>Construct one dwelling if there is no more than one dwelling existing on a lot, extend a dwelling if there are two dwellings on a lot, or construct two dwellings on a lot, if the development meets the following standards of clause 55:</p> <ul style="list-style-type: none"> ▪ clause 55.02-1 Street setback ▪ clause 55.02-2 Building height ▪ clause 55.02-3 Side and rear setbacks ▪ clause 55.02-4 Walls on boundaries ▪ clause 55.02-5 Site coverage ▪ clause 55.02-6 Access ▪ clause 55.02-7 Tree canopy ▪ clause 55.02-8 Front fences ▪ clause 55.04-1 Daylight to existing windows ▪ clause 55.04-2 Existing north-facing windows ▪ clause 55.04-3 Overshadowing secluded open space ▪ clause 55.04-4 Overlooking ▪ clause 55.05-2 Overshadowing domestic solar energy systems <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the clause 55 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 55</p>
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with two or more dwellings on a lot or a residential building.</p>	<p>Clause 59.03</p>

Transitional provisions

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

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

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

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

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

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

32.08-8
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A2-1, A2-5, A2-7 and A3-2 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

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

32.08-9
14/12/2023
VC253

Residential aged care facility

Permit requirements

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

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

32.08-10
08/09/2025
VC282

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

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

Class of application	Provision
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – clause 54.02-3 Side and rear setbacks. – clause 54.02-4 Walls on boundaries. – clause 54.04-1 Daylight to existing windows. – clause 54.04-2 Existing north-facing windows. – clause 54.04-3 Overshadowing secluded open space. – clause 54.04-4 Overlooking. – clause 54.05-2 Overshadowing domestic solar energy systems. 	<p>Clause 59.04</p>
<p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	

Transitional provisions

Clauses 32.08-10, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-11
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

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

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

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

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

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

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

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

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

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

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

Building height if land is subject to inundation

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

Application requirements

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

- For a development of one dwelling on a lot or a small second dwelling on a lot, the site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

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

32.08-13

08/09/2025
VC282

Exemption from notice and review

Subdivision

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

Construction and extension of one dwelling on a lot

An application under clause 32.08-5 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-7, 54.04 and 54.05-2 are met.

Construction and extension of a small second dwelling on a lot

An application under clause 32.08-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-8, 54.03-5, 54.04 and 54.05-2 are met.

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

An application under clause 32.08-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.08-14

31/03/2025
VC267

Decision guidelines

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

General

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

Subdivision

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

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

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

32.08-15

14/12/2023
VC253

Signs

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

32.08-16

14/12/2023
VC253

Transitional provisions

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

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

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

25/08/2022
C208melt

SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ1** .

MELTON GENERAL RESIDENTIAL AREAS

1.0
25/08/2022
C208melt

Neighbourhood character objectives

None specified.

2.0
03/05/2024
VC255

Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement

Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?

No

3.0
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A2-1	None specified
	B2-1	None specified
Site coverage	A2-5	None specified
	B2-5	None specified
Private open space	A3-2	None specified
	B3-5	None specified
Front fence height	A2-7 and B2-8	None specified

4.0
03/05/2024
VC255

Maximum building height requirement for a dwelling, small second dwelling or residential building

None specified.

5.0
03/05/2024
VC255

Application requirements

None specified.

6.0
03/05/2024
VC255

Decision guidelines

None specified.

Rates, charges and valuation notice

2025/2026

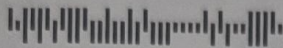
T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



A.B.N 22 862 073 889

For the period 1 July 2025 to 30 June 2026

Date of Issue: 20/08/2025



S M & C Suleyman
8 Mount Way
CAROLINE SPRINGS VIC 3023



023
I049508
DLX6_5309

Arrears will be charged interest at 10% P.A.

Assessment Number

481770

Arrears Amount

Due

Pay this amount

Not later than

\$571.18

30/09/2025

Property Location 8 Mount Way CAROLINE SPRINGS VIC 3023

Description LOT 535 PS 603637P V/F 11015/119

Ward

SUGAR GUM

Capital Improve Value

\$650,000

Site Value

\$435,000

Net Annual Value

\$32,500

PRESCRIBED DATE OF VALUATION:

01/01/2025

EFFECTIVE DATE OF VALUATION:

01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed.

Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00211580	x \$650,000	\$1,375.27
Municipal Charge	\$189.00	x 1	\$189.00
Waste Service A-240L yellow, 120L red, 240L green	\$308.00	x 1	\$308.00
Additional Bin 120L Red	\$164.00	x 1	\$164.00
Emergency Services & Volunteer Fund			
Residential ESVF Fixed Charge	\$136.00	x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$650,000	\$112.45
Total Rates & Charges			\$2,284.72

1st Instalment 30/09/2025

10/9/25 \$571.18

2nd Instalment 30/11/2025

\$571.18

3rd Instalment 28/02/2026

\$571.18

4th Instalment 31/05/2026

\$571.18

Total Balance

\$2,284.72

The Emergency Services & Volunteer Fund sum of \$248.45 is collected for the State Government.
AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year.
(Expiry 30/06/26) *Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m3) of Waste* at the Melton Recycling Facility
33 Ferris Road, Cobblebank



At Home Hard Waste Collection
(Must Book before 16/6/2026)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No.
001004817704



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330 001004817704

ASSESSMENT NUMBER 481770

RATE PAYER

S M & C Suleyman

PROPERTY LOCATION

8 Mount Way CAROLINE SPRINGS VIC 3023



Scan here to pay

Amount Payable

\$571.18



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au
with eNotices reference number:
E91C33084W

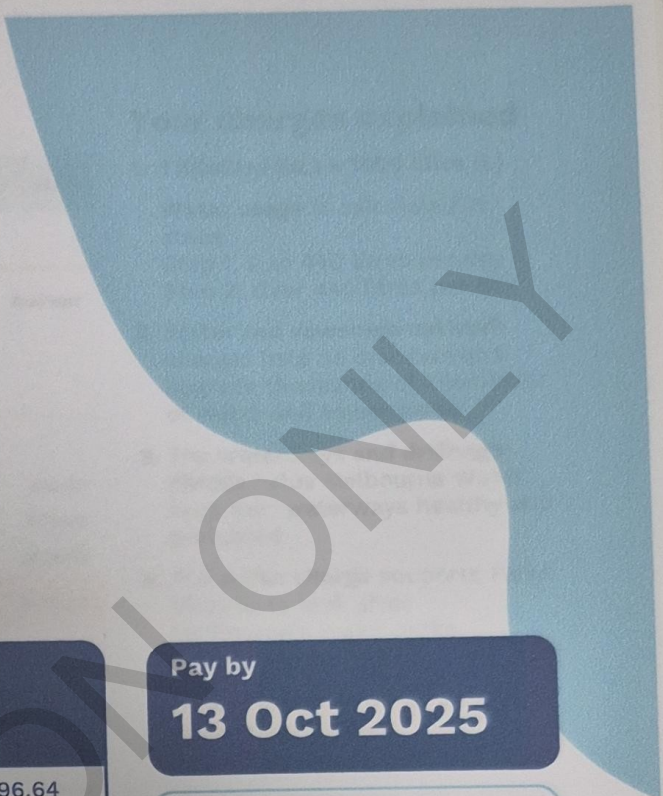


INFORMATION ONLY

~~PAID~~ PAY BY ~~30/10/25.~~
12/11/25



Mr S M & Mrs C Suleyman
8 Mount Way
CAROLINE SPRINGS VIC 3023



Account number
23410 90000

Tax Invoice 234945598797

Date of issue 17 Sep 2025

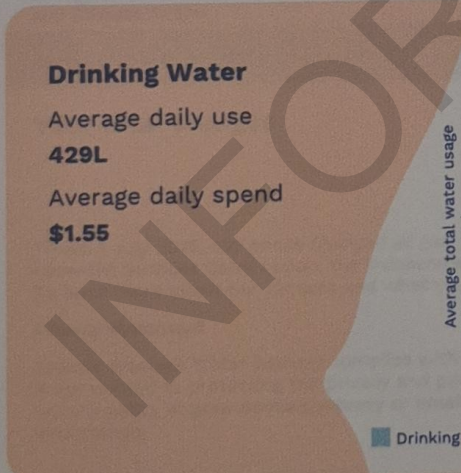
Service address
8 Mount Way, Caroline Springs
VIC, 3023

Amount to pay	
\$316.31	
Previous bill	\$396.64
Payments received	-\$396.64
Balance	\$0.00
Current charges	\$316.31
Total charges	\$316.31

Pay by
13 Oct 2025

Having trouble paying your bill?
Call us on **13 44 99** or visit
www.com.au/accounts-billing

Please see page 2 for detailed information

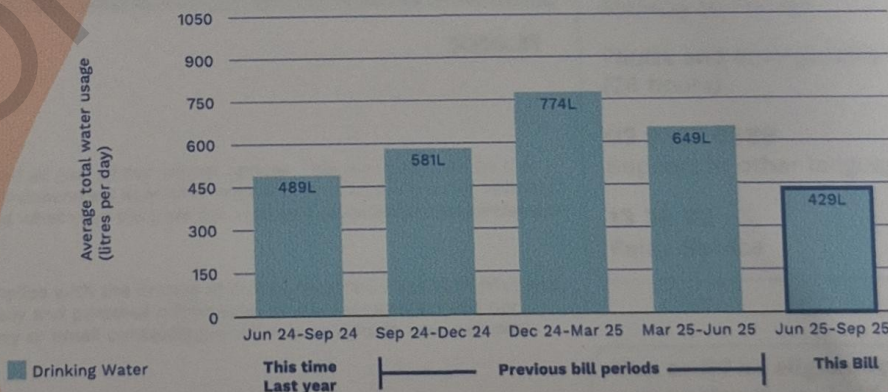


Drinking Water

Average daily use
429L

Average daily spend
\$1.55

Your household water usage



Payment options

Greater Western Water ABN 70 066 902 467



Direct debit
Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY
Bill code: **8789**
Ref: **23410900008**
Go to bpay.com.au
® Registered to BPAY



Credit card
Pay by credit card
at gww.com.au or
call **13 44 99**



Post Billpay
Australia Post
Billpay code: **0362**
Ref: **0234 1090 0007**
Pay at any post office,
by phone **13 18 16**. at

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water

Registered as
Pty Ltd
ABN 69 079 137 518

By phone, or
postbillpay.com.au, or
via AusPost app

reference: **555-054-071-L**
Your account number:
23410 90000



*362 023410900007

INFORMATION ONLY

Usage and charges

Outstanding balance	\$0.00
---------------------	--------

Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MASR015918	84	3,297	3,333	36		
Meter Read date: 11/09/2025						

Water consumed

Usage Step 1 (20/06/2025 to 30/06/2025)	4.714	\$3.529	\$16.63
Usage Step 1 (01/07/2025 to 11/09/2025)	31.286	\$3.6413	\$113.92
Total water consumed	36.0000		\$130.55

Total usage	\$130.55
--------------------	-----------------

Your network charges ²

	Charge period	Amount
Water	01/07/2025 - 30/09/2025	\$56.52
Sewer	01/07/2025 - 30/09/2025	\$75.11
Total network charges		\$131.63

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in Minimum NAV \$	Charge (\$)
Waterways & Drainage ³ For Melbourne Water	01/07/2025 - 30/09/2025	\$7,250.00	\$31.50	\$31.50
Parks ⁴ For the Dept. of Energy, Environment and Climate Action	01/07/2025 - 30/09/2025	\$7,250.00	\$22.63	\$22.63
Total other charges and adjustments				\$54.13

Your total charges	\$316.31
---------------------------	-----------------

*From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit gww.com.au/pricesandcharges

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

Your charges explained

1. 1 Kilolitre (kL) = 1000 Litre (L)

Water usage is calculated in steps.

Step 1: 0 to 440 litres per day
Step 2: Over 440 litres per day

2. **Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes

3. The **waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

4. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a **concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill visit gww.com.au/financial-support





INFORMATION ONLY