

DATED

2024

SULEYMAN GULASI AND GUNEY KARADAG

to

CONTRACT OF SALE OF REAL ESTATE

Property: Lot _____, 23 Lyonsville Avenue, Preston, Victoria 3072

D-Conveyancing Company

**PO Box 2134
Oak Park VIC 3046**

Tel: 0433 954 342

Email: dconveyancingcompany@gmail.com

Ref: DG:2023338

**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

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

SULEYMAN GULASI AND GUNEY KARADAG

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Harcourts Rata & Co Thomastown
219 High Street, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766

Mob:

Fax:

Ref:

Vendor

SULEYMAN GULASI AND GUNEY KARADAG

Vendor's legal practitioner or conveyancer

D-Conveyancing Company

42 Grevillia Road, Oak Park VIC 3046

PO Box 2134, Oak Park VIC 3046

Email: dconveyancingcompany@gmail.com

Tel: 0433 954 342

Mob:

Fax:

Ref: DG:2023338

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Being part of Certificate of Title reference	being lot	On proposed plan
Volume 04460 Folio 869	_____	PS912440L
Volume _____ Folio _____	_____	_____

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot _____, 23 Lyonsville Avenue, Preston 3072**

Goods sold with the land (general condition 6.3(f)) *(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 (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- the 14th day after the vendor gives notice in writing to the purchaser of issuing of the Occupancy Permit; whichever is later.

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

INFORMATION ONLY

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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Subdivision Special Conditions

1. Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

Authority means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law.

Bank means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne.

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.

Commissioner means the Commissioner of Taxation.

Contract means this contract of sale of real estate and includes the annexures.

Corporations Act means the *Corporations Act 2001* (Cth).

Day of Sale means the date on which this Contract is signed by both the Vendor and the Purchaser.

Deposit Interest means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges.

Development means the land in the Plan of Subdivision and any surrounding land to be developed by or on behalf of the Vendor.

Development Works means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Site and the construction of other lots on the Site and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks.

Encumbrances means the encumbrances specified in Schedule 1 of the Particulars of Sale.

GST means GST within the meaning of GST Law.

GST Withholding Amount means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

Guarantee and Indemnity means a guarantee and indemnity included in this Contract of Sale.

Lot or Lots means a lot or lots on the Plan of Subdivision.

Object means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.

Outgoings means all outgoing, costs and expenses paid or payable by the Vendor in relation to the Property or the land surrounding the Property (whether or not recoverable from tenants or not) including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoing but excludes any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision.

Particulars of Sale means the particulars of sale attached to and forming part of this Contract.

Permit means the Building Permit attached to the Vendor's Statement, and as further amended from time to time and any planning permit or planning scheme amendment required for the Development Land and the Development and any other development of the Development Land.

Plan of Subdivision means proposed plan of subdivision number **PS** _____ a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered.

Property means the Land and improvements constructed on the Land as at the Day of Sale.

Registrar means the Registrar of Titles of Victoria.

Registration Date means the day that is 48 months after the Day of Sale.

Restrictions means the restrictions to be included in the Plan of Subdivision including any applicable building envelopes and which will be created on registration of the Plan of Subdivision (if any).

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Services means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property.

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full.

Settlement Date means the date when Settlement occurs.

Staged Development means the Development effected in stages.

Subdivision Act means the *Subdivision Act 1988* (Vic).

Vendor's Statement means a statement made by the Vendor under section 32 of the Sale of Land Act, a copy of which is contained in this Contract.

2. Variations to General Conditions

2.1 Amendments to General Conditions

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

(a) General Condition 2.1 is deleted and replaced with the following:

"The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980 prior to the revocation of the Estate Agents (Contracts) Regulations 2008 on 11 August 2018, except to the extent those general conditions have been varied, modified or deleted under this special condition 2 or elsewhere in this Contract."

(b) General Conditions 2.2 to 2.7 (inclusive) are deleted.

(c) General Condition 5 is deleted.

(d) General Condition 10.1(b)(i) is amended to read: *"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*

(e) General Condition 11.1(b) is amended by deleting the words *"if there is no estate agent,"*.

(f) General Condition 11.5 is amended to read:

"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."

(g) General condition 12.4 is added:

"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."

(h) General Condition 14 is deleted.

(i) General Condition 15.2(b) is deleted.

(j) General Condition 15.2(c) is deleted.

(k) General Condition 20 is deleted.

(l) The second sentence of General Condition 21 is amended to read:

"The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."

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(m) General Conditions 24.4 to 24.6 (inclusive) are deleted.

(n) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:

"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':

(i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;

(ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$750.00 plus GST for each notice;

(iii) any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and

(iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."

(o) General Condition 28 is amended by including a new paragraph 28.6 as follows:

"Unless the price includes GST, the reference to 'the price' in this General

Condition 28 refers to the price plus any GST payable on the price."

(p) General Condition 28.4(a) is amended to read as follows:

"an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property."

3. Acknowledgements

3.1 Electronic signatures

This Contract may be signed and exchanged electronically by the parties, in accordance with applicable laws and Special Condition 44.2.

3.2 Disclosure

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

3.3 Estate Agents Act 1980 (Vic)

(a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.

(b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Property.

3.4 Further acknowledgements

The Purchaser acknowledges and agrees that:

(a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;

(b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;

(c) that no information, representation or warranty referred to in Special Condition 3.4(b) has been relied upon by the Purchaser;

(d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and

(e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

3.5 Grants or rebates

Without limiting Special Condition 3.4 and except as may be provided for in this Contract, the Purchaser acknowledges and agrees that:

(a) neither the Vendor nor the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property **(Financial Assistance)**;

(b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and

(c) the Purchaser may not Object if the Purchaser is not entitled to any Financial Assistance.

3.6 Disclosure of payments

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party.

3.7 Vendor may pay fees to others

The Purchaser acknowledges and agrees that the Vendor may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

3.8 Advice and negotiation

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract; and
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

4. Laws and Planning

4.1 Planning

The Purchaser buys the Property subject to:

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

4.2 Measurements

The Vendor does not represent, and gives no warranty, that the area, measurements, boundaries, occupation or location of the Property are identical with those of the land described in the Plan of Subdivision.

4.3 Changes to the Planning Documents

(a) The Purchaser acknowledges and agrees that the Vendor may, from time to time, make such amendments to the Planning Documents that:

- (i) may be necessary to comply with any requirement, recommendation or requisition of an Authority at the sole discretion; or
- (ii) in the opinion of the Vendor (acting reasonably), are required or necessary for the purposes of the Development.

(b) The Purchaser must not:

- (i) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development;
- (ii) oppose, or assist or encourage the opposition of, any amendment to the planning scheme proposed by or on behalf of the Vendor to enable the Development;
- (iii) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the planning scheme which relates to any proposed Development; or
- (iv) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the permit or the grant of any new planning permit in relation to the Property.

4.4 No Claims

The Purchaser may not Object in respect of any matters referred to in this Special Condition 4.

5 Plan of Subdivision

5.1 Conditional sale

This Contract is subject to the condition subsequent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

5.2 Vendor's endeavours

The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act.

5.3 Purchaser's right to rescind

If the Plan of Subdivision is not registered by the Registrar by the Registration Date then the Purchaser may rescind this Contract by notice in writing to the Vendor. A notice under this Special Condition 10.3 will have no effect if the Vendor receives it after the Plan of Subdivision is registered.

5.4 Vendor's right to rescind

If the Plan of Subdivision is not registered by the Registrar by the Registration Date then the Vendor may rescind this Contract. Before rescinding this Contract, the Vendor must obtain the written consent of each Purchaser after giving each Purchaser, at least 28 days before the proposed rescission, written notice setting out:

- (a) the reason why the Vendor is proposing to rescind this Contract;

(b) the reason for the delay in the registration of the plan of subdivision; and
(c) that the Purchaser is not obliged to consent to the proposed rescission. For the purposes of section 10F of the Sale of Land Act:

- (a) the Vendor is required to give notice of a proposed rescission of this Contract under this Special Condition 5.4;
(b) the Purchaser has the right to consent to the proposed rescission but is not obliged to consent;
(c) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
(d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.
A notice under this Special Condition 5.4 will have no effect if the Purchaser receives it after the Plan of Subdivision is registered.

5.5 Consequences of rescission

- (a) If this Contract is rescinded pursuant to Special Condition 5.3 or 5.4, the Deposit and any Deposit Interest will be refunded to the Purchaser.
(b) The Purchaser must not claim any compensation if this Contract is rescinded pursuant to Special Condition 5.3 or 5.4.
(c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such rescission.

6. Amendments to Plan of Subdivision

6.1 Vendor may amend Plan of Subdivision

Subject to section 9AC of the Sale of Land Act, the Vendor may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
(i) accord with surveying practice; or
(ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
(iii) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
(b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
(i) alterations required for the adequate servicing of the Site or any part of it;
(ii) creating additional lots; and
(iii) altering or varying the position or location of any other Lot.

6.2 Vendor to notify Purchaser of amendments

The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor within 14 days after the receipt of the requirement of the Registrar or the making of the request by the Vendor (as the case may be).

6.3 Acceptance of Plan of Subdivision as registered

The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.

6.4 Changes to area

The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially affect the Land.

7. Caveat

7.1 No caveat to be lodged

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

7.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of Special Condition 7.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
(b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and

(c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

7.3 Appointment as attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 7.1.

8. Construction of Dwelling

- 8.1. This Contract is subject to and conditional upon the Vendor constructing a dwelling on the land hereby sold in accordance with the Building Permit and Plans approved by the Council.
- 8.2. The dwelling is to be constructed by the Builder in accordance with the project drawings and specifications annexed hereto (the "Building Works").
- 8.3. The Vendor shall be entitled without reference to the Purchaser to make any minor alterations to the Building Works or changes to the Plans and/or schedule of Inclusions that the Vendor deems desirable or necessary or are required to ensure that the Building Works comply with the requirements of any Authority having jurisdiction over the Building Works and the Vendor is not required to give to the Purchaser any notice of such minor alteration.
- 8.4. The Vendor shall be entitled without reference to the Purchaser to make any changes to the Specification or Schedule of Inclusions that the Vendor deems desirable or which become necessary as a consequence of the unavailability or unreasonable increase in price or unsuitable standard of any item, fixture or product referred to in the Specification or Schedule of Inclusions and the Vendor is not required to give the Purchaser any notice of such changes provided only that the replacement item, fixture or product is of similar quality and standard to the item, fixture or product replaced.
- 8.5. The Purchaser acknowledges that:
 - 8.5.1. This Contract is not a Building Contract to which the Domestic Building Contracts Act 1995 applies; and
 - 8.5.3. The Purchaser will be entitled to benefits of the Warranties under Sections 8 and 9 of the Domestic Building Contracts Act 1995.
- 8.6. Subject always to Special Condition 9.2 and 9.3 the Works will be carried out substantially in accordance with:
 - 8.6.1. The Building Plans and Specifications; and
 - 8.6.2. The Planning Permit;
- 8.7. The Building Works will be deemed to be completed and the Vendor shall be discharged from any obligations under Special Condition 9 upon it producing to the Purchaser the Occupancy Permit for the Property save for the Vendor's obligations pursuant to Special Condition 9.3.

9. Completion of Building Works

- 9.1. The Vendor and Purchaser acknowledge and agree that the Vendor shall be deemed to have caused the completion of the Building Works upon producing to the

Purchaser an Occupancy Permit for the Building Works issued pursuant to the Building Act 1993.

- 9.2. Should at the Settlement Date any dispute arise as to the quality or standard of finish of the Building Works then the Purchaser acknowledges and agrees that they shall not be entitled to delay or postpone settlement and payment of the residue of the Price for the Land and/or the Building Works as a consequence thereof or to request or demand the holding back or retention of any part of the residue of the Price as security for the satisfactory completion of the Building Works but shall proceed to and complete payment of the residue of the Price as required by this Contract.
- 9.3. The Vendor shall cause its contractors to attend to rectification of all reasonable defects and other faults apparent to any part of the Building Works notified in writing by the Purchaser to the Vendor during a period of 12 weeks from the date of issue of the Occupancy Permit and which are due to defective materials or faulty workmanship.
- 9.4. The purchaser acknowledges that the property is sold in its present condition and state of repair and subject to all faults and defects existing at the day of sale. No warranty or representation (whether express or implied) is given by the vendor (or anyone on the vendor's behalf) about:
- 9.4.1 the nature, condition, quality or state of repair of the property; and/or
- 9.4.2 defects (latent or patent), dilapidation or infestation of the property, (including without limitation its environmental condition).

10. Transfer and Settlement

10.1 Application

This Special Condition will apply if Settlement cannot be effected electronically.

10.2 Delivery of Transfer

The Purchaser must deliver the instrument of transfer to the Vendor's Legal Practitioner not less than seven Business Days before the date for the Payment of Balance. If the instrument of transfer is not delivered by then:

- (a) the Vendor is not obliged to complete this Contract until seven Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner; and
- (b) the Purchaser will be deemed to have made default on the Balance and the Vendor will be entitled to interest on the Balance in accordance with this Contract from the date for the Payment of Balance until the date which is seven Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner.

10.3 Settlement

Settlement must take place before 4.00 pm on the Settlement Date.

10.4 Charges

- (a) General Condition 7 does not apply to this Contract.
- (b) The Vendor is not required to provide at any time any:
- (i) release from any secured party releasing a security interest in respect of the Property; or
- (ii) 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 the Settlement Date; or
- (iii) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on the Settlement Date, the personal

property included in the Contract is not or will not be property in which the relevant security interest is granted.

(c) The Purchaser may not Object, or require the Vendor to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009* (Cth).

11 Adjustment of Outgoings

11.1 No application

General Condition 15 does not apply to this Contract.

11.2 Apportionment

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as of the day of settlement.

11.3 Bulk Assessment

In the event that the Property is not separately rated or assessed in respect of any of the outgoings, the proportion thereof to be apportioned between the Vendor and the Purchaser will be in the same proportion as the lot liability of the Land bears to the total lot liability of all of the land in the plan of subdivision or title plan as reasonably determined by the Vendor

11.4 Statement of Adjustments

The Purchaser's legal representative must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal representative no later than 5 Business Days before the Settlement Date. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of \$220 to the Vendor's legal representative

12. Guarantee and Indemnity

If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

13. FIRB

13.1 Warranty

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

- (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board (**FIRB**) or any other relevant Authority; and
- (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

13.2 Indemnity

If the warranty in Special Condition 13.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

13.3 Non merger

This Special Condition 13 will not merge on the transfer of the Land but will continue to have full force and effect.

14. Default

The Vendor hereby gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

- 14.1. The cost of obtaining bridging finance to complete the Vendor's purchase of another Property, and interest charged on such bridging finance.
- 14.2. Interest payable by the Vendor under any existing Mortgage over the Property calculated from the due date for settlement.
- 14.3. Accommodation expenses necessarily incurred by the Vendor.
- 14.4. Legal costs and expenses as between Solicitor and own Client.
- 14.5. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another Property.
- 14.6. the Vendor's proper legal costs of \$500 (excl GST) for each and every default
- 14.7. any Costs associated with rescheduling Settlement in the sum of \$200 (excl GST)

15. Purchaser's indemnity

15.1 The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (a) breach or non-performance of this Contract by the Purchaser; or
- (b) breach of warranty under this Contract by the Purchaser.

16. Apportionment of Price for Land and Home

Percentage of works completed as at the day of sale is _____%

17. Digital Duties Form and SRO Settlement Statement

17.1 Definitions and interpretation

In this Special Condition 17:

- (a) **DDF** means the online form called "Digital Duties Form" generated from the SRO website;
- (b) **Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;
- (c) **Settlement** means the date the Purchaser accepts title to the Property and pays the Price in full;
- (d) **SRO** means the State Revenue Office of Victoria; and
- (e) **SRO Settlement Statement** means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF

17.2 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Property Specific DDF**);
- (a) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (b) if the Purchaser has complied with Special Condition 17.3, sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

17.3 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:

- (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
- (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

17.4 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

17.5 Settlement if not an electronic conveyance

(a) This Special Condition 17.5 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.

(b) Subject to the Vendor complying with Special Condition 17.2:

(i) Settlement is not conditional upon:

- (A) the Purchaser signing or approving a DDF; or
- (B) production of an SRO Settlement Statement; and

(ii) the Purchaser may not Object if:

- (A) the DDF is not completed prior to Settlement or at all; or
- (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

17.6 Settlement if an electronic conveyance

(a) This Special Condition 17.6 only applies if Special Condition 17.5 does not apply.

(b) Special Condition 17.3 is a fundamental term of this Contract.

(c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 17.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

17.7 Breach of Purchaser's obligations

Without prejudice to the Vendor's other rights in this Contract, if the Purchaser breaches any of its obligations in Special Condition , the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is \$150.00 plus GST for each and every breach and which may be charged on multiple occasions by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

18. GST Withholding

18.1 Interpretation

In this Special Condition 18 words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

18.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

(a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and

(b) if the Purchaser is required to make a payment referred to in Special Condition 18:

(i) the name and ABN of the Vendor;

(ii) the GST Withholding Amount;

(iii) when the GST Withholding Amount is required to be paid;

(iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the nonmonetary consideration; and

(v) any other information required by law.

18.3 Withholding

(a) This Special Condition 18.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.

(b) For the purposes of Special Condition 18.3 the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (GST Cheque) and:

(i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and

(ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.

18.4 If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 48.3(b)(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

18.5 No Effect on Other Terms

Except as expressly set out in this Special Condition 18, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

18.6 Other Information

If the Property qualifies as potential residential land and:

(i) the Purchaser is registered (within the meaning of the GST Act) and

(ii) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

19. Purchaser's Acknowledgement

19.1 Electricity Connection

The Purchaser acknowledges and agrees that:

(a) The Purchaser will be liable for all costs associated with connection and installation of meters for electricity and gas to the property

(b) the Vendor is under no obligation to arrange for connection of the Services (including meters); and

(c) the Purchaser may not Object in relation to any matters concerning this Special Condition 19.

20. Foreign Resident Capital Gains Withholding

20.1 Definitions and interpretation

In this Special Condition 20:

(a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this Special Condition 46 unless the context otherwise requires;

(b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;

(c) **Act** means the *Taxation Administration Act 1953* (Cth);

(d) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;

(e) **Commissioner** means the Commissioner of Taxation;

(f) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and

(g) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

20.2 Application

This Special Condition 46 only applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Act.

20.3 Vendor's status

The Vendor is a foreign resident for the purposes of this Special Condition 46 unless the Vendor gives the Purchaser a Clearance Certificate before Settlement. The specified period in the Clearance Certificate must include the actual date of Settlement.

20.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

(a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Act. This information must be provided to the Purchaser within five Business Days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and

(b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Act before Settlement.

20.5 Withholding amount

(a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Settlement, the

Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the Price payable to the Vendor at Settlement (**Balance Payable**).

(b) If the Balance Payable at Settlement is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Settlement.

20.6 Purchaser's obligations

(a) The Purchaser must:

(i) engage a Representative to conduct all the legal aspects of Settlement, including the performance of the Purchaser's obligations in this Special Condition 20;

(ii) as soon as reasonably practicable after Settlement, procure its Representative to:

(A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this Special Condition 20;

(B) promptly provide the Vendor with proof of payment; and

(C) otherwise comply, or ensure compliance, with this Special Condition 20, despite:

(D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and

(E) any other provision in this Contract to the contrary.

(b) The Representative will be taken to have complied with its obligations in Special Condition 46.6(a) if in the case of Settlement being conducted through the electronic conveyancing system:

(i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this Contract.

20.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under Special Condition 20.5.

21. Amendment to General Conditions

21.1. General Condition 33 is amended by substituting "4%" in lieu of "2%".

21.2. General Condition 21.2 is amended by substituting the words "14 days" in lieu of "7 days".

21.3. General Condition 22.2 is amended by substituting the words "14 days" in lieu of "7 days".

21.4. General Conditions 12, 30, 31.4, 31.5 and 31.6 shall not apply to this Contract

22. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

SULEYMAN GULASI AND GUNEY KARADAG

AND

AND

DEED OF GUARANTEE OF CONTRACT

D-Conveyancing Company

42 Grevillia Road

Oak Park VIC 3046

PO Box 2134

Oak Park VIC 3046

Email: dconveyancingcompany@gmail.com

Ref: DG:2023338

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY) SULEYMAN GULASI AND GUNEY) KARADAG in the presence of: Signature
..... Signature of witness	
..... Print name of witness	

EXECUTED BY) ACN)	
..... Director Director/Secretary
Name: ...	Name: ...

SIGNED SEALED & DELIVERED BY) in the presence of:) Signature
..... Signature of witness	
..... Print name of witness	

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Lot _____/23 Lyonsville Avenue, Preston 3072
-------------	--

Vendor's name	Suleyman Gulasi	Date / /
----------------------	-----------------	--------------------

Vendor's signature		
---------------------------	--	--

Vendor's name	Guney Karadag	Date / /
----------------------	---------------	--------------------

Vendor's signature		
---------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$6,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

6.1 An owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006* will be provided upon registration of the plan of subdivision.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10 SUBDIVISION

10.1. Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

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

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 1

VOLUME 04460 FOLIO 869

Security no : 124111371185S
Produced 18/12/2023 12:33 PM

LAND DESCRIPTION

Lot 62 on Plan of Subdivision 007741.
PARENT TITLE Volume 04225 Folio 898
Created by instrument 1002005 22/06/1921

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
SULEYMAN GULASI of 13 MAGNOLIA AVENUE LIDCOMBE NSW 2141
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
GUNEY KARADAG of 37C BARROW STREET COBURG VIC 3058
AQ631486P 12/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT746011X 04/11/2020
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE TP726108T 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: 23 LYONSVILLE AVENUE PRESTON VIC 3072

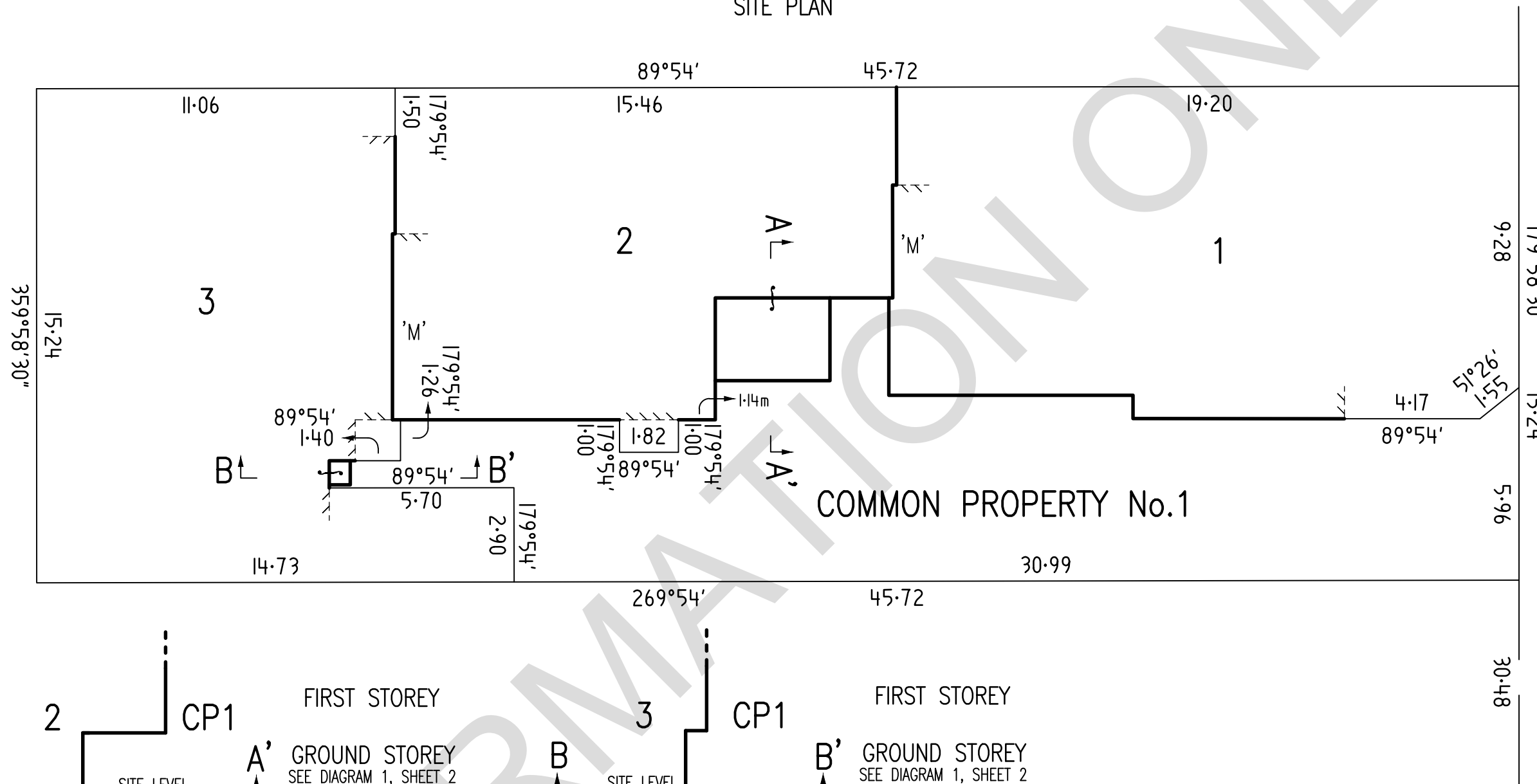
ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 04/11/2020

DOCUMENT END

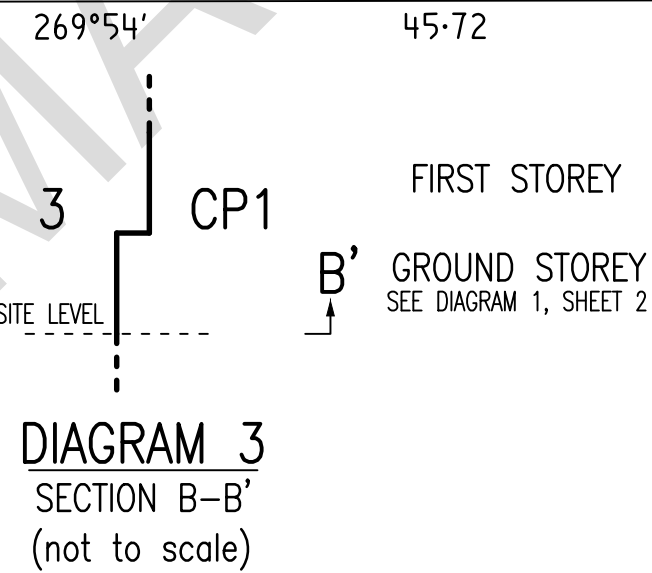
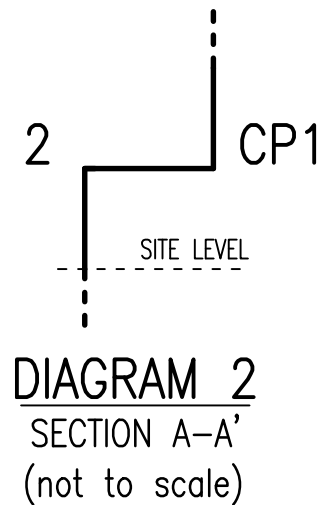
DIAGRAM 1
SITE PLAN



LYONSVILLE AVENUE

SYLVESTER GROVE

COMMON PROPERTY No.1



PRELIMINARY

SURVEYORS FILE REF: 19834

PETER RICHARDS SURVEYING
Unit 45, 7 DALTON ROAD, THOMASTOWN 3074
Tel: 9432 6944 Fax: 9434 4052
POSTAL ADDRESS: P.O. Box 237
WATSONIA 3087
subdivisions@prsurveying.com.au

SCALE
1:150

LENGTHS ARE IN METRES

LICENSED SURVEYOR: BRODIE RICHARDS

VERSION: 2

ORIGINAL SHEET SIZE: A3

SHEET 2

OWNERS CORPORATION SCHEDULE

PS912440L

Owners Corporation No. 1

Plan No. PS912440L

Land affected by Owners Corporation: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Nil

Totals		
	Entitlement	Liability
This schedule	30	30
Balance of existing OC	0	0
Overall Total	30	30

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10									
2	10	10									
3	10	10									

Peter Richards Surveying
Unit 45, 7 Dalton Road Thomastown VIC 3074

19834

SHEET 1

ORIGINAL SHEET
SIZE: A3

< Surveyors name / Version number >

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP007741
Number of Pages (excluding this cover sheet)	2
Document Assembled	18/12/2023 12:33

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION OF PART OF CROWN PORTION 146 PARISH OF JIKA JIKA COUNTY OF BOURKE

VOL.4225 FOL.898

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

LP 7741

EDITION 3

PLAN MAY BE LODGED 13/2/20

COLOUR CODE

E-1 = BLUE
R1,R2 & R3 = BROWN
E-3 = YELLOW

ROADS COLOURED BROWN
AND YELLOW

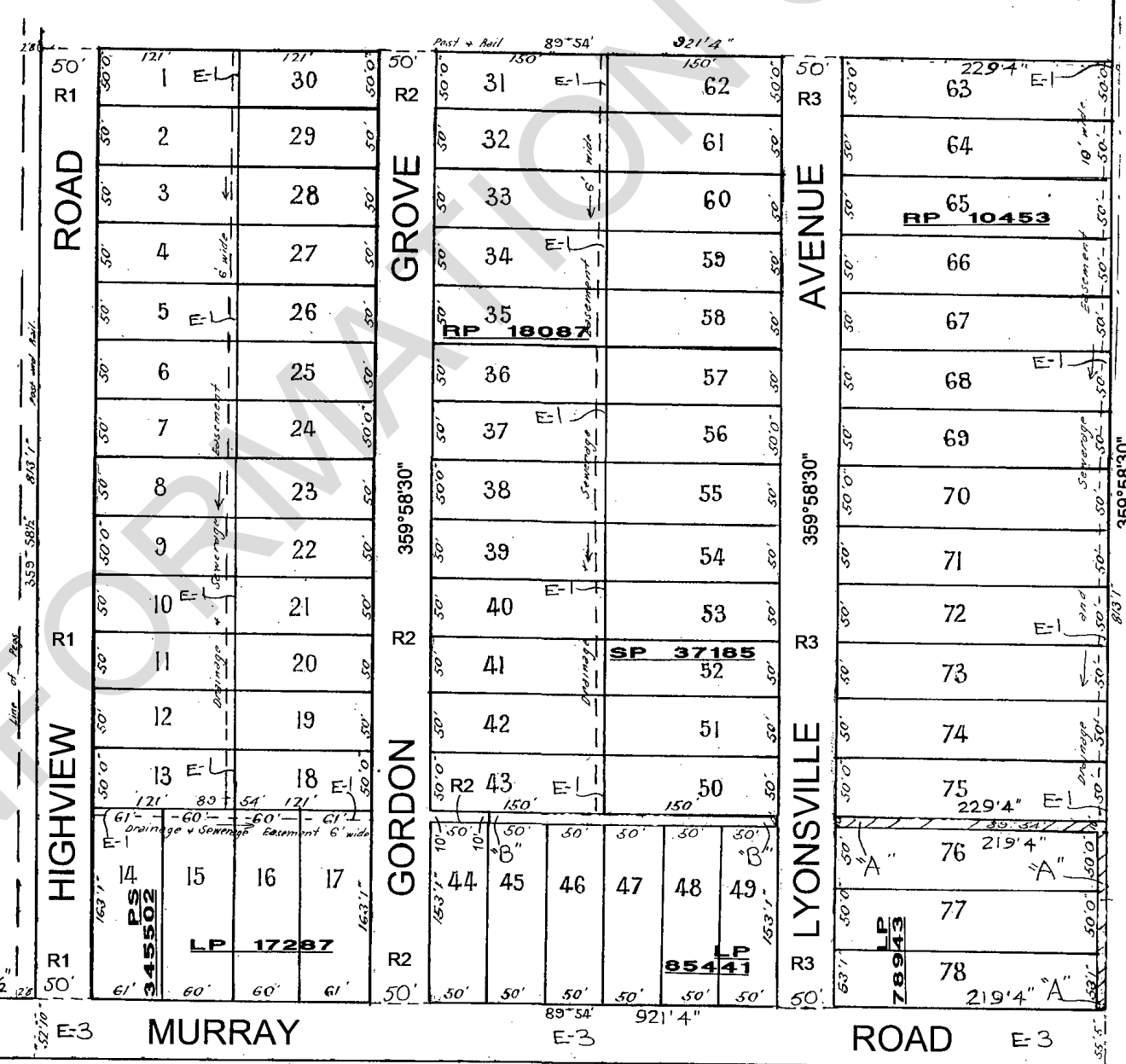
ENCUMBRANCES

AS TO THE LAND MARKED R1,R2 & R3
ANY EASEMENTS AFFECTING THE SAME



WOOD ST

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



YAN YEAN RD.

E-3

E-3

MURRAY

E-3

ROAD

E-3

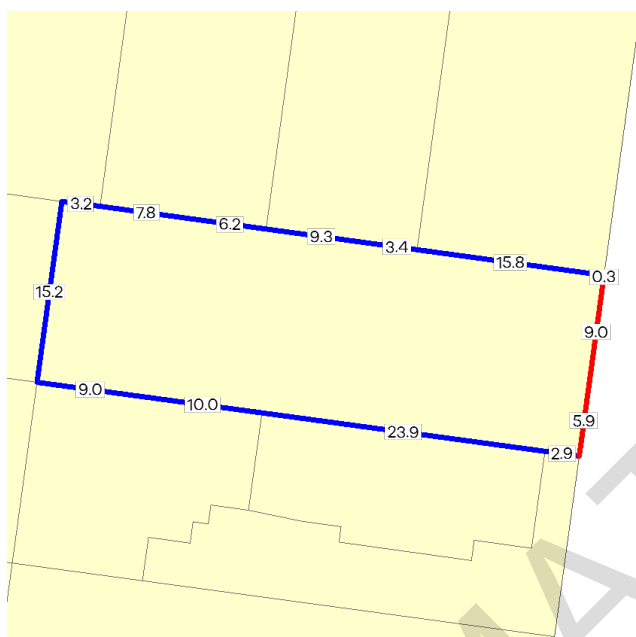
PROPERTY DETAILS

Address: **23 LYONSVILLE AVENUE PRESTON 3072**
Lot and Plan Number: **Lot 62 LP7741**
Standard Parcel Identifier (SPI): **62\LP7741**
Local Government Area (Council): **DAREBIN**
Council Property Number: **208743**
Directory Reference: **Melway 19 A11**

www.darebin.vic.gov.au

SITE DIMENSIONS

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



Area: 697 sq. m

Perimeter: 122 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **PRESTON**

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.

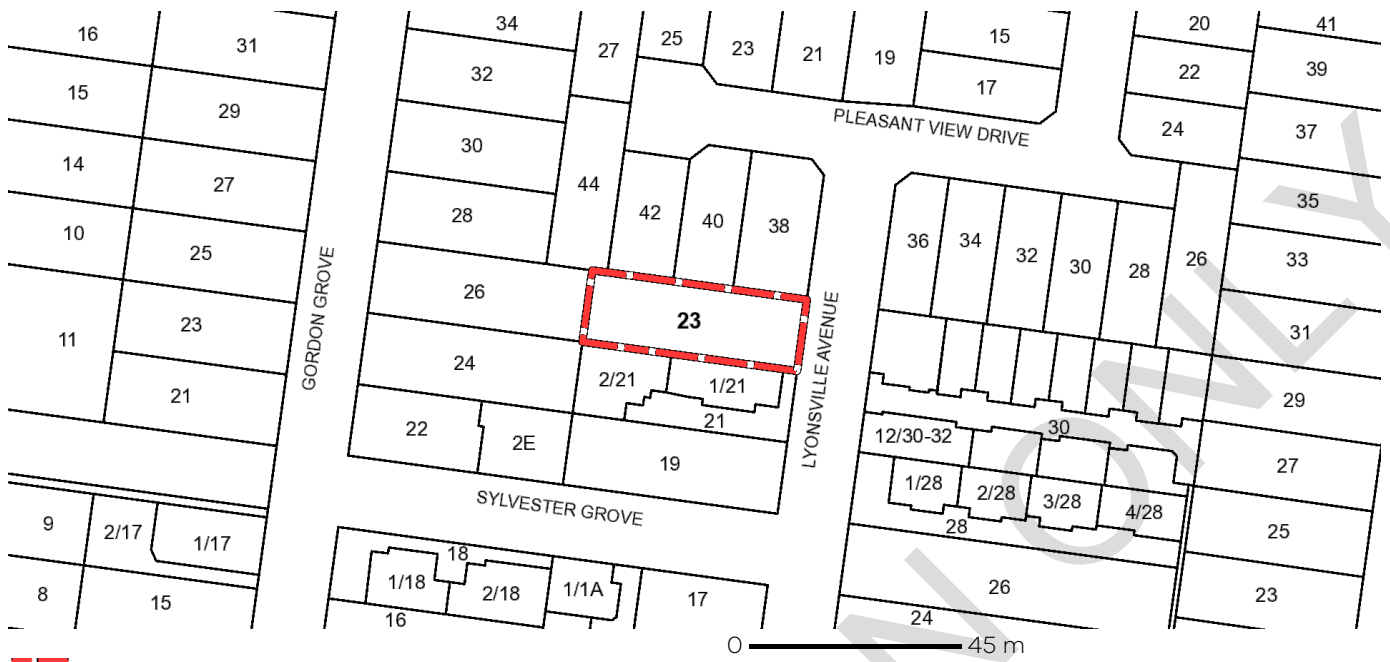
The Planning Property Report for this property can found here - [Planning Property Report](#)

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 01 December 2023 12:22 AM

PROPERTY DETAILS

Address: **23 LYONSVILLE AVENUE PRESTON 3072**
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 Council Property Number: **208743**
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 Directory Reference: **Melway 19 A11**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PRESTON**

OTHER

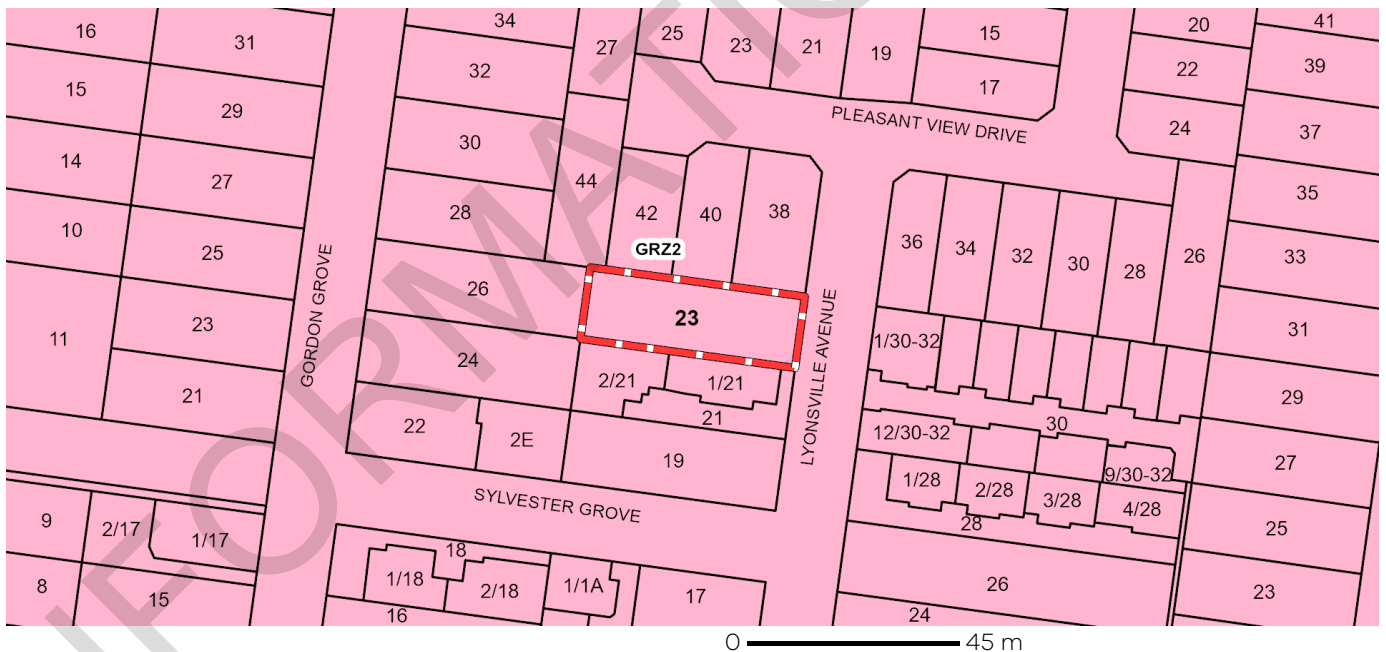
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



GRZ - General Residential

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Further Planning Information

Planning scheme data last updated on 27 November 2023.

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

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

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

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

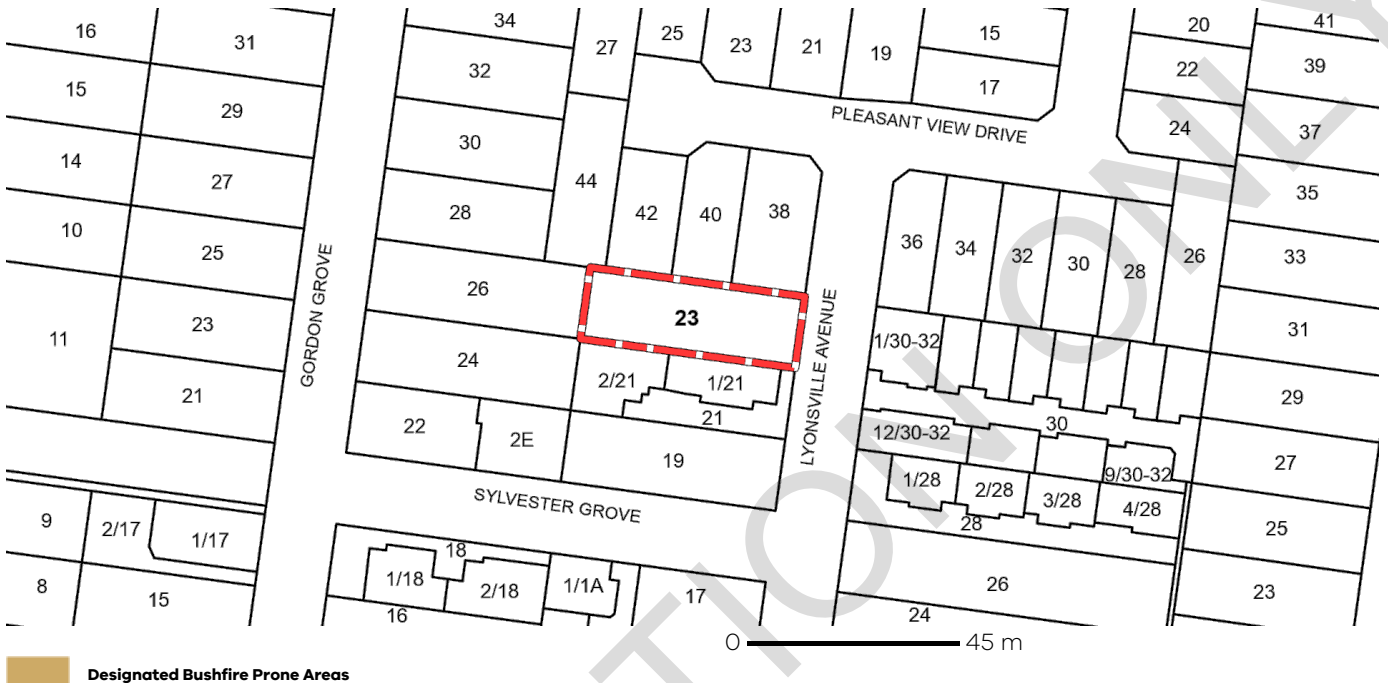
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](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)



the place to live

ABN 75 815 980 522

VALUATION AND RATE NOTICE

For the period 1 July 2023 to 30 June 2024

ASSESSMENT NUMBER

2885 2

DATE OF ISSUE

10/08/2023

\$507.30

payable by

30 September 2023

Any arrears shown on this notice are payable immediately



S Gulasi and G Karadag
13 Magnolia Ave
LIDCOMBE NSW 2141

009
R0_14690

Property Address 23 Lyonsville Avenue PRESTON VIC 3072

Property Description Lot 62 LP 7741

Property Owner: S Gulasi and G Karadag

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
1st January 2023	1,050,000	1,050,000	52,500	100
Public Waste Service Rate		0.00006124 x 1,050,000		\$64.30
Fire Services Property Levy - Residential		\$125.00 + 0.000046 x 1,050,000		\$173.30
Residential Rate		0.00169972 x 1,050,000		\$1,784.70
Total				\$2,022.30

Four Instalments

30/09/2023	\$507.30
30/11/2023	\$505.00
28/02/2024	\$505.00
31/05/2024	\$505.00

Ten Monthly Instalments (Council Initiated Direct Debits Only)

15/09/2023	\$204.30	15/02/2024	\$202.00
15/10/2023	\$202.00	15/03/2024	\$202.00
15/11/2023	\$202.00	15/04/2024	\$202.00
15/12/2023	\$202.00	15/05/2024	\$202.00
15/01/2024	\$202.00	15/06/2024	\$202.00

Payments made after 07th August 2023 may not be reflected on this notice.

State Government Requirement - For Your Information Only
Darebin City Council have 7 differential rates, all rates are levied on the Capital Improved Value (CIV).
Your rate in the dollar is shown in the main body of this notice.
It is now a requirement to show the following:



For emailed notices:
darebin.enotices.com.au
Reference No: **7EA4FE69BN**

Category	Rate in Dollar	Total Rates for CIV =	Category	Rate in Dollar	Total Rates for CIV =
Residential	0.00169972	\$1,784.70	Retail Vacant Land	0.00679889	\$7,138.85
Residential Vacant Land	0.00509916	\$5,354.10	Mixed Use Land	0.00237961	\$2,498.60
Business	0.00297451	\$3,123.25	Cultural and Recreation	0.00148726	\$1,561.60
Business Vacant Land	0.00679889	\$7,138.85			

Name: S Gulasi and G Karadag

Property Address: 23 Lyonsville Avenue PRESTON VIC 3072

Assessment No. **2885 2**

1st Instalment: **\$507.30**

Payable By: **30th September 2023**



Council Use Only

Council also offers alternate payment plans if you need more time. If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us by visiting darebin.vic.gov.au or on 03 8470 8888.

SEE REVERSE FOR IMPORTANT INFORMATION AND PAYMENT METHODS



Call: 1300 954 297
Assessment No. **28852**



Visit: www.darebin.vic.gov.au
Assessment No. **28852**



Bill Code: 7831
Ref: **0028852**



Billpay Code: 0325
Ref: **0028 852**

Pay in-store at Australia Post, by phone 13 18 16, or online at auspost.com.au/postbillpay



*325 0028852

Valuation of this property

State Government – Valuing Authority
Revaluations are now performed annually by the State Government through the Valuer General Victoria. Rates are based on the Capital Improved Value (CIV) of each property. The CIV is the total market value of land plus the value of any improvements made to the property. The 2023/2024 rates are based on the valuation at 1 January 2023.

Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered.

Please visit ratingvaluationobjections.vic.gov.au to complete the prescribed form. Alternatively, please contact Council on 8470 8888 to discuss.

Discussion with a Valuer General appointed valuer is recommended prior to lodging an objection.

Other Authorities

Property Valuations may also be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office (SRO) uses the site value in assessing Land Tax.

All Land Tax enquiries must be directed to the SRO. Visit www.sro.vic.gov.au for more information.

Payment of rates and charges

- Pay in four instalments** as shown on the front of this notice. Instalment notices will be issued for the 2nd, 3rd and 4th Instalments. There is no provision to pay in full at a later date.
- Direct Debit** – either by 4 Instalments or 10 monthly Instalments as shown on the front of this notice. Go to www.darebin.vic.gov.au/rates for more information and to register.
- By Payment Plan** You may apply for a payment plan. To apply for a payment plan please visit darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Financial-assistance-options

Penalties for failing to pay

Penalty Interest on any arrears of Rates and Charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Late or non-payment of rates and charges will incur an interest penalty in accordance with the Penalty Interest Rate Act 1983 (Currently 10% per annum)
Interest will be charged on overdue instalment amounts from the due date of each instalment until payment is received, at the prescribed rate.

Overdue Rates

If you are having difficulties paying your rates by the due dates, please contact Council on 03 8470 8888 for assistance.
Any arrears shown on the front of this notice are payable immediately, accounts outstanding may be the subject of legal action and interest charges without further notice.

Allocation of payments

All payments will be allocated in the following order of priority.

- Legal Costs Owing (if any)
- Interest Owing (if any)
- Arrears Owing (if any)
- Current Rates Owing

Pensioners

Holders of a Pension Concession Card and some Veterans' Affairs Gold Cards may be entitled to a rebate on their rates. If you have previously applied, you do not need to reapply unless the rebate does not appear on your annual Valuation and Rate notice.

Hardship Policy

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

Waivers will only be considered in exceptional circumstances and will require a Council resolution. Anyone who is having difficulty paying part or all of their rates, charges or Fire Services Property Levy, should contact Council's Revenue Services Unit on (03) 8470 8888.

Review of differential rating

Under Section 183 of the Local Government Act 1989, you may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of Council's decision to classify land as a particular type or class for differential rating purposes within 30 days of this notice.

Appeal against rates and charges

Under Section 184 of the Local Government Act 1989, you may appeal to the County Court a rate or charge, on specific grounds, within 60 days of this notice.

Compliance with rates cap

Council complies with the Victorian Government's rates cap of 3.5 per cent for 2023/2024. This applies to the average annual increase of rates and charges. These may have increased or decreased by a different percentage amount for the following reasons –

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

Australian Valuation Property Classification Code

The AVPCC shown on the front of this notice is the Australian Valuation Property Classification Code. The AVPCC is allocated to each property according to the use of the land.

The AVPCC is used to determine the Fire Services Property Levy land use classification.

Privacy

The collection and handling of personal information is in accordance with Council's Privacy Policy which is outlined on Council's website and available for inspection at, or collection from, Council's Customer Service centre/s.

Change of property ownership and mailing address

All changes of address must be notified to Council, please visit darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Change-of-address-name-or-ownership

For a change in ownership Council must receive a Notice of Acquisition from the purchaser or their legal representative within one month of sale.

For more information regarding valuations and pension rebates, please visit www.darebin.vic.gov.au/rates or contact Council on (03) 8470 8888.

Date Rates and Charges Declared 26th June 2023

METHODS OF PAYMENT



INTERNET

Pay online at www.darebin.vic.gov.au, click on Rates Payment and enter your Assessment Number (Visa and MasterCard only)



PHONE

Phone 1300 954 297 and enter your Assessment Number (Visa and MasterCard only).



DIRECT DEBIT

Register at www.darebin.vic.gov.au/rates

(Bank Account and Credit Card available)



AUSTRALIA POST

Pay in person at Australia Post by presenting this notice intact.

Phone 13 18 16 or go to www.postbillpay.com.au (Visa and MasterCard Only)



INTERNET / PHONE

Contact your participating Bank, Credit Union or Building Society to make this payment from your cheque or savings account or credit card.



MAIL

Detach payment slip and mail with cheque to:

City of Darebin
PO Box 91, Preston Vic 3072

A receipt will not be issued for payments received by mail.



IN PERSON AT COUNCIL

Cash, Cheque and EFTPOS (Debit and Credit Cards accepted – Visa, MasterCard, American Express)

Preston Customer Service Centre
274 Gower Street, Preston 3072
8.30am – 5.00pm Monday to Friday

Northcote Customer Service Centre
32-38 Separation Street, Northcote
10.00am – 5.00pm Monday to Friday

Reservoir Community and Learning Centre
23 Edwards Street, Reservoir 3073
10.00am – 5.00pm Monday to Friday

Darebin Solar Saver is open!



the place
to live



Interested in getting solar panels?

Darebin's Solar Saver Program will set you on the right track with our reputable installer and great warranty.

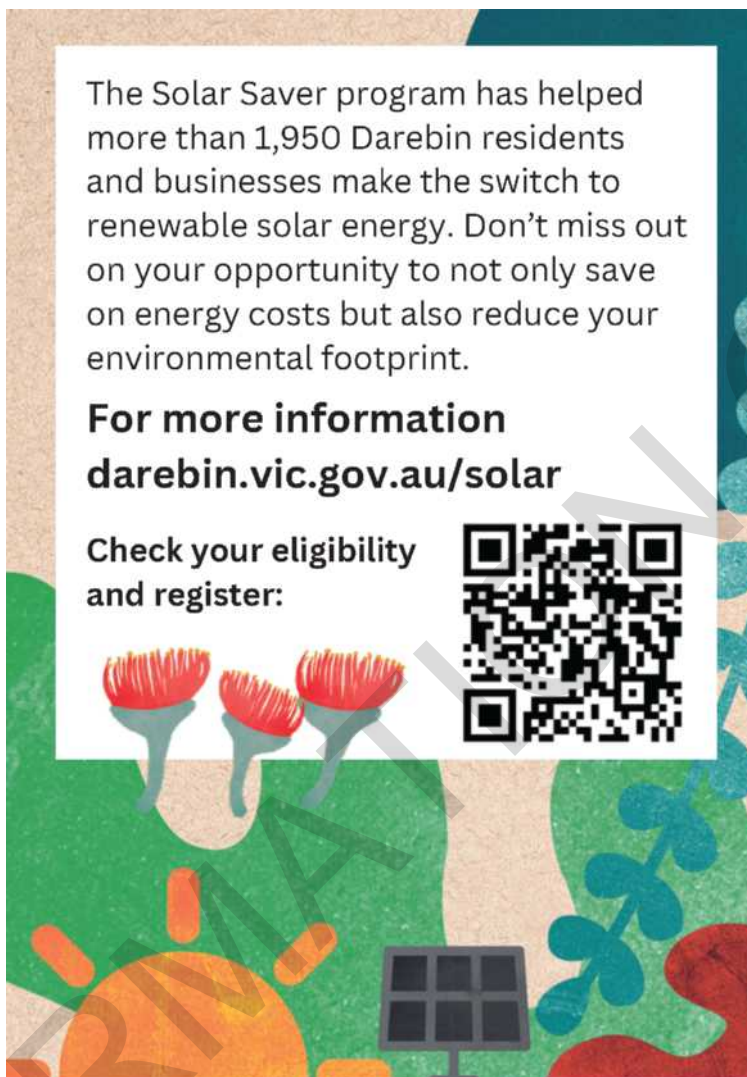
Benefits of the Rates Program:

- We pay the upfront costs up to \$6,000. You pay us back over a 10-year period. No interest, no GST!
- Receive a free no obligation quote from our supplier.
- The savings you make on your energy bills will outweigh your repayments to Council.
- A range of sizes of systems are available. our trusted installer will know the best size for you according to your energy consumption.
- Eligibility criteria apply.
- Already have solar? Great! Tell your friends and family and help them save on their energy bills.

The Solar Saver program has helped more than 1,950 Darebin residents and businesses make the switch to renewable solar energy. Don't miss out on your opportunity to not only save on energy costs but also reduce your environmental footprint.

For more information
darebin.vic.gov.au/solar

Check your eligibility
and register:



CITY OF DAREBIN

274 Gower Street, Preston
PO Box 91, Preston, Vic 3072
T 8470 8888 F 8470 8877
E mailbox@darebin.vic.gov.au
darebin.vic.gov.au

 **National Relay Service**
relayservice.gov.au

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.

 **Speak Your Language**
T 8470 8470

العربية	Italiano	Soomalii
繁體中文	Македонски	Español
Ελληνικά	नेपाली	اردو
हिंदी	ਪੰਜਾਬੀ	Tiếng Việt

WHAT IS MY PROPERTY VALUED AT?

Property Valuations are now being undertaken every year. The Valuer-General Victoria will now be responsible for all valuations. Valuations for the 2023/24 rating year are based on property values as at 1 January 2023.

Site Value - market value of the land exclusive of any improvements.

Capital Improved Value (CIV) - total market value of the land plus the value of improvements made to the property including the house, other buildings and other improvements.

Net Annual Value - annual rental a property would render less the landlord's outgoings. Residential NAVs are not a true annual rental, rather by legislation 5 per cent of the CIV.

WHAT IF I DON'T AGREE WITH MY PROPERTY VALUATION?

If you would like to discuss your valuation please contact Council on **(03) 8470 8888**.

Council will forward complaints and objections to the Valuer-General Victoria as required.

NEED MORE TIME TO PAY YOUR RATES?

If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us to discuss options.

Under our Rates Financial Hardship Policy, Darebin ratepayers can apply to us for assistance with rates or charges levied on a property.

Council also offers alternate payment plans if you need more time. A pension rebate is also available.

If you have any questions please contact Council on **8470 8888** or email revenue@darebin.vic.gov.au

Further information can also be found at darebin.vic.gov.au/rates



STAY UP-TO-DATE WITH 'YOUR DAREBIN'

To stay up-to-date with the latest local news, subscribe to our monthly online newsletter 'Your Darebin'.

Visit darebin.vic.gov.au/council-newsletters or scan the QR code below and follow the links to subscribe to our online newsletter and have it delivered to your inbox each month.



KEEP UP-TO-DATE WITH COUNCIL NEWS VIA OUR SOCIAL PLATFORMS.



[/cityofdarebin](https://www.facebook.com/cityofdarebin)



[/cityofdarebin](https://twitter.com/cityofdarebin)



[/darebinicitycouncil](https://www.youtube.com/c/cityofdarebin)



[/darebinicitycouncil](https://www.instagram.com/cityofdarebin)



DO YOU WANT TO RECEIVE YOUR RATE NOTICES BY EMAIL?

eNotices

Register with eNotices to get your rate notice delivered by email.

An eNotice account will give you the ability to:

- have one account for all your properties
- re-print or download extra copies of your notices
- view all past notices.

Go to darebin.enotices.com.au to register.

BPay View

Register with your bank to have your rate notice delivered to your online banking.

BPay View allows your bank to notify you when your rate notice is available to view, making it easy to pay on time, every time.

Go to bpay.com.au for further information.



National Relay Service
relayservice.gov.au

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.



Speak Your Language
T 8470 8470

العربية العربية
Makepehokha
Soomalii
Español
Téng Việ

CITY OF DAREBIN

274 Gower Street, Preston | PO Box 91, Preston, Vic 3072
T 8470 8888 | F 8470 8877 | E mailbox@darebin.vic.gov.au
darebin.vic.gov.au



the place
to live

YOUR RATES
MAKE DAREBIN
THE PLACE
TO LIVE





MAYOR'S MESSAGE

Darebin City Council's 2023/24 budget is community focused, delivering projects and services that are highly valued by residents, businesses and visitors.

Your rates will help fund and deliver over 100 essential services, including road safety improvements, kerbside waste collection, road resurfacing, footpath maintenance and upgrades, park and playground maintenance, as well as crucial services such as kindergarten, immunisation and home care for our vulnerable and elderly residents.

We're investing more than \$110 million in essential community services and \$30 million in capital projects.

We consulted with the community on our budget to understand your priorities and ensure we meet your future needs and expectations, while safeguarding Darebin's financial stability.

I would like to thank everyone who gave us their feedback. I am proud we are all contributing to creating a more equitable, vibrant and connected community.

Together, we can make Darebin an even better place to live, work, play, and shop.

Warmest regards,

Cr Julie Williams
Mayor

WHAT DO I GET FOR MY RATES?



Capital works

Investment of \$30M in capital projects this year



Libraries

Three libraries open seven days a week and one six days a week with physical and digital collections in over nine languages



Family services

21,000 immunisations.
Registration of 17,000 pets



Supported and connected living

150,000 hours of services, programs and assistance for older people in our community



Planning and development

Support for the instal of 150 solar systems to residential homes



Culture and leisure

Performances, festivals, exhibitions and cultural collections



Road maintenance

Maintenance of roads, footpaths, lines, kerbs, drains, bridges, signage, bins and street furniture



Economic development and COVID recovery

Fostering a resilient economy through employment opportunities, new industries and business support



Building and assets

Building maintenance, equipment maintenance and upgrade of infrastructure



Parks and open space

Maintenance of more than 56 sporting fields and ovals. Planting of 1200 trees and 100,000 native plants



Environment and amenity

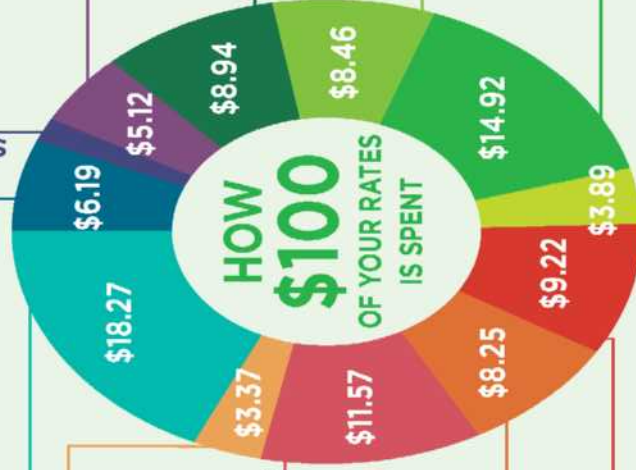
Maintenance of over 30km of shared paths for walking and bike riding



Waste collection and sweeping

Collection of over 30,000 tonnes of kerbside recycling and organic waste along with two hard waste collections. 72,000 kilometres travelled by streetsweepers for roadside cleaning.

HOW \$100 OF YOUR RATES IS SPENT



RATE INCREASE 2023/24

Each year the Minister for Local Government sets the rate cap amount based on the forecast Consumer Price Index (CPI) and advice from the Essential Services Commission (ESC). For the 2023/24 financial year, the Minister has set the rate cap at 3.50 per cent.

The rate cap applies to Council's total amount of rates revenue only - not individual properties. Individual rates bills may increase or decrease by more (or less) than the capped rise amount due to their annual valuation movements.

Only the general rate and municipal charges part of a rates bill are subject to the cap. Other parts, such as waste charges and other user fees and levies, remain uncapped.

HOW ARE MY RATES CALCULATED?

Council rates are a property tax that is based on the valuation of each property. Rates are calculated using the Capital Improved Value (CIV) of your property.

Determining how much each property pays involves determining the total amount of rate revenue required and dividing this across the total value of all properties in the municipality to establish a rate in the dollar. The rate in the dollar is then applied to each individual property's CIV to calculate its rates.

The formula to calculate rates is:
CIV x rate in the dollar = rates payable

Different property types (e.g. commercial, industrial) may be rated at a different rate in the dollar.

WHAT ARE THE OTHER CHARGES ON MY RATES NOTICE?

You'll notice three separate charges on your rates notice, these include:

- A **Kerbside Waste Service** charge for your bin collection and waste processing. This covers the cost of the food and green waste recycling service for all eligible households and the Victorian Government's increased landfill levy.
- A **Public Waste Service** Rate to pay for street cleaning, dumped rubbish collection and public litter bins throughout Darebin.
- A **Fire Services Property Levy** collected on behalf of the Victorian Government to help pay for the state's fire and emergency services.

Your quarterly bill



MR S GULASI & MR G KARADAG
13 MAGNOLIA AVE
LIDCOMBE NSW 2141

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	58 4370 4343
Invoice number	5848 0826 50946
Issue date	26 Sep 2023
Property address	23 LYONSVILLE AVE PRESTON
Property reference	1120851, LP 7741
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$0.00
Payment received	\$0.00
Balance carried forward	\$0.00
This bill	
Service charges	
Water supply system	\$20.26
Sewerage system	\$115.72
Other authority charges	
Waterways and drainage	\$29.70
Parks	\$21.33
Total this bill (GST does not apply)	\$187.01
Total balance	\$187.01



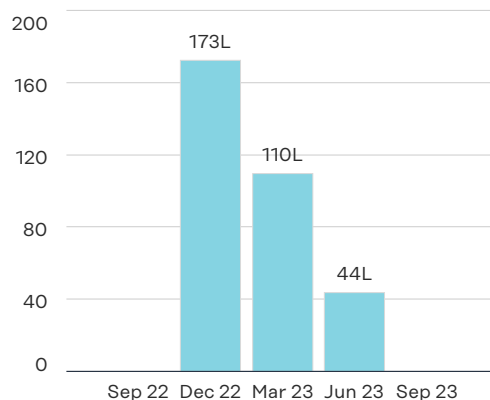
Important note

Your bill includes the parks charge, which is now billed quarterly.



Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill **\$1.39**

Last year **\$1.45**



How to pay



Direct Debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



Centrelink

Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: **555 054 118T**



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **584331026**



Credit card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **5848 0826 50946**



BPAY®

Bill code: **344366**
Ref: **584 3704 3435**



*3042 584808265094 6

MR S GULASI & MR G KARADAG

Account number	58 4370 4343
Invoice number	5848 0826 50946
Total due	\$187.01
Due date	17 Oct 2023
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAAD109217	14kL -	14kL =	0kL
From 15 Jun 2023 - 30 Jun 2023			(15 days)
Total	0.000kL		\$0.00
From 1 Jul 2023 - 21 Sep 2023			(83 days)
Total	0.000kL		\$0.00

Your charges explained

→ Water supply system charge

1 July 2023 - 30 September 2023

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 July 2023 - 30 September 2023

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 July 2023 - 30 September 2023

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 July 2023 - 30 September 2023

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvw.com.au		廣東話	1300 921 362
yvw.com.au		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	03 9046 4173

📅 Next meter reading:

Between 6-13 Dec 2023

Our performance

In 2022-23 we met 6 of the 7 key outcomes that customers told us they valued and expected from us.

👉 Learn more at yvw.com.au/performance

📄 We have updated our customer charters. Visit yvw.com.au/charters for more information.

Pricing update

We're committed to keeping bills affordable. From 1 July 2023, bills will increase by 2.06% on average which is 4.96% below inflation. This is around \$5.31 more on a typical quarterly bill.



Your water usage and sewage disposal charges have changed.

👉 Learn more at yvw.com.au/prices

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC210712868

Date of Issue: 06 July 2021

Varan Constructions Pty Ltd ATF The Varan
Constructions Family Trust
PO Box: 429, Epping, VIC, 3076

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Building Company Name: Varan Constructions Pty Ltd ATF The Varan
Constructions Family Trust
ABN/ACN: 66 393 487 791/141 175 402
VBA Company Registration Number: CDB-U 50378
Practitioner Name: Ismail Varan (DB-U 36066)

DETAILS OF WORKS

Building Owner (The Insured): Suleyman Gulasi & Guney Karadag
Site Address: 1/23 Lyonsville ave , preston VIC 3072
Description of Works: New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated: 10 May 2021
Declared Contract Price: \$235,000.00
Estimated Start Date: 29 July 2021
Estimated Completion Date: 27 April 2022
Building Surveyor: Building surveyors code pty ltd

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Martin McConnell

Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC210712869

Date of Issue: 06 July 2021

Varan Constructions Pty Ltd ATF The Varan
Constructions Family Trust
PO Box: 429, Epping, VIC, 3076

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SCHEDULE

Building Company Name:	Varan Constructions Pty Ltd ATF The Varan Constructions Family Trust
ABN/ACN:	66 393 487 791/141 175 402
VBA Company Registration Number:	CDB-U 50378
Practitioner Name:	Ismail Varan (DB-U 36066)

DETAILS OF WORKS

Building Owner (The Insured):	Suleyman Gulasi & Guney Karadag
Site Address:	2/23 Lyonsville ave, preston VIC 3072
Description of Works:	New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated:	10 May 2021
Declared Contract Price:	\$230,000.00
Estimated Start Date:	29 July 2021
Estimated Completion Date:	27 April 2022
Building Surveyor:	Building surveyors code pty ltd

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Martin McConnell

Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC210712870

Date of Issue: 06 July 2021

Varan Constructions Pty Ltd ATF The Varan
Constructions Family Trust
PO Box: 429, Epping, VIC, 3076

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Building Company Name:	Varan Constructions Pty Ltd ATF The Varan Constructions Family Trust
ABN/ACN:	66 393 487 791/141 175 402
VBA Company Registration Number:	CDB-U 50378
Practitioner Name:	Ismail Varan (DB-U 36066)

DETAILS OF WORKS

Building Owner (The Insured):	Suleyman Gulasi & Guney Karadag
Site Address:	3 /23 Lyonsville Ave, Preston VIC 3072
Description of Works:	New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated:	10 May 2021
Declared Contract Price:	\$235,000.00
Estimated Start Date:	29 July 2021
Estimated Completion Date:	27 April 2022
Building Surveyor:	Building Surveyors Code

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Martin McConnell

Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.



Building Permit

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

Permit No: BS-U 38620 5726872522940 Stage: 2

Issued To - AGENT

Name: Suleyman Gulasi & Guney Karadag
ACN:
Postal Address: 6 Cob Close BROADMEADOWS, VIC 3047
Email: guneykaradag@gmail.com

Address for Serving or Giving of Documents

Address: 6 Cob Close BROADMEADOWS VIC 3047
Contact Person: Suleyman Gulasi & Guney Karadag
Phone: 0402 134 404

Ownership Details

Name: Suleyman Gulasi & Guney Karadag
ACN:
Postal Address: 6 Cob Close BROADMEADOWS, VIC 3047
Email: guneykaradag@gmail.com
Contact Person: Suleyman Gulasi & Guney Karadag
Phone: 0402 134 404

Property Details

Address: Lot (62) 23 Lyonsville Avenue PRESTON VIC 3072
Title Details: LP/PS: LP7741 , Vol: 04460, Folio: 869
Municipal District: Darebin City Council

Builder

Name: Varan Construction Pty Ltd
Phone: 0449 216 719
ACN: 141 175 402
Registration No. CDB-U 50378
Postal Address: 224 Harvest Home Road WOLLERT, VIC 3750

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.


Natural Person for Service of Directions, Notices and Orders

Name: Ismail Varan
Phone: 0449 216 719
Postal Address: 224 Harvest Home Road WOLLERT, VIC 3750

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Son Tran	Professional Engineer	PE 0000831

T: (03) 8658-9302 • E: info@buildingsurveyorscode.com.au
Suite 8, 240 Sydney Road COBURG VIC 3058
<http://www.buildingsurveyorscode.com.au>

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Name
Chin Mai
Michael Dobbs

Category/Class
Draftsperson - Architectural
Professional Engineer

Registration No.
DP-AD 32909
PE 0003177

Details of Domestic Building Work Insurance

Name of Builder: Varan Construction Pty Ltd

Unit	Insurance Provider	Policy Number	Policy Cover	Issued
Unit 1	Assetinsure Pty Limited	DBIVIC210712868	\$235,000	6/07/2021
Unit 2	Assetinsure Pty Limited	DBIVIC210712869	\$230,000	6/07/2021
Unit 3	Assetinsure Pty Limited	DBIVIC210712870	\$235,000	6/07/2021

Details of Relevant Planning Permit

Planning permit No.: D/644/2018
Date of grant of planning permit: 2/12/2019

Nature of Building Work

Construction of (3) Unit Double Storey Development Dwelling & Garage & Retaining Wall

Version of BCA applicable to Permit: BCA 2019 Volume 2
Stage of building work permitted: Completion of All Building Work
Total floor area of new building work in m2: 436.5
Cost of building work (this stage): \$630,000
Cost of building work (all stages): \$700,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Dwelling	1a(a)
Construction of	Garage	10a
Construction of	Retaining wall	10b

Performance Solutions

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

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.3.1 Spread of fire	a) To provide technical justification for external walls that are not fire-resisting and do not commence at footings or ground slab or above a separating wall. b) To provide technical justification for unprotected openings within 900mm of an allotment property boundary. c) To provide technical justification for an eave and gutter to be located within 450mm of an allotment boundary.
2	P2.1.1 Structural stability and resistance P2.2.1 Rainwater management	To permit the use of RendeX External Cladding System

Prescribed Reporting Authorities

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

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

Protection Work

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

Inspection Requirements

The mandatory notification stages are -

- Frame
- Final

Occupation or Use of Building

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

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

Commencement and Completion

This building work must commence by 1/02/2023.

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

This building work must be completed by 19/11/2023.

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

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form 1 - Stage 2	Signed by Agent		27/01/2022
Approved SDA	Darebin City Council	5816	27/08/2020
Architectural Plans (Updated)	Planning and Desing	5816	23/04/2021
Builder's Insurance Policy - Unit 1	Asset Insure	DBIVIC210712868	6/07/2021
Builder's Insurance Policy - Unit 2	Asset Insure	DBIVIC210712869	6/07/2021
Builder's Insurance Policy - Unit 3	Asset Insure	DBIVIC210712870	6/07/2021
Building Contract	Master Builders Victoria	N/A	15/10/2021
Computations (hydraulic)	Lazer Consulting Pty Ltd	LC102-20	18/09/2020
Computations - Updated	BK Consultants Pty Ltd	BK11531	20/10/2020
Drainage Design (updated)	Lazer Consulting Pty Ltd	LC102-20	21/10/2020
Drainage Approval Letter	City of Darebin	LC102-20	12/11/2020
Energy Report & Endorsed Drawings	Ayden Frigerio	42SW9W9N8L	22/10/2021
Fire Engineering Report	Dobbs Doherty	26851	11/01/2022
LPOD	City of Darebin	LPD/434/2017	13/11/2017
Planning Endorsed Drawings	Darebin City Council	27/08/2020	27/08/2020
Planning Permit Condition 1	Darebin City Council	D/644/2018	27/08/2020
Planning Permit Conditions	Darebin City Council	P120412019	23/04/2021

T: (03) 8658-9302 • E: info@buildingsurveyorscode.com.au

Suite 8, 240 Sydney Road COBURG VIC 3058

<http://www.buildingsurveyorscode.com.au>

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Document Name	Prepared By	Ref No	Issued
Property Information from Council	City of Darebin	N/A	26/10/2020
Re-establishment Survey Plan	Kirby Land Surveying	17204	2/07/2021
Reg 126 (FER)	Dobbs Doherty	26851	10/01/2022
Reg 126 (Updated)	Son Tran	PE0000831	25/10/2021
Regulation 126 (Civil)	Savo Lazovic	PE0003202	26/10/2021
Soil Report	Access Consulting Engineers	1959	12/09/2020
Structural Engineering - Updated	BK Consultancts Pty Ltd	11531	2/08/2021
Title	LANDATA	VOLUME 04460 FOLIO 8	12/08/2021
Title Plan	LANDATA	TP726108T	16/10/2020
Work Methology	Varan Construction Pty Ltd	DBU 36066	26/10/2021

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	A copy of roof truss computations, layout(s) & manufacturer's certification to be submitted for approval prior to the frame inspection.
2	There must be no encroachment of any part of the work beyond the building alignment.
3	Hoardings must be provided to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.
4	Building works must not proceed beyond any mandatoy inspection stage until the required inspection has been completed and approved.
5	The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.
6	Should the owner/s and/or builder wish to contract paving around the house. It is the owner/s and or builder's responsibility to notify this office. An assessment will be done against, Building Act 1993, Part 5 of the Building Regulations 2018 and BCA. Further, permit must be varied prior to commencement of works.
7	Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations.
8	Any surface water runoff to be collected with a suitable means of drainage to prevent water entering the adjoining site.
9	All relevant Planning Conditions must be complied with.

Relevant Building Surveyor

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

Permit No.: BS-U 38620 5726872522940 Stage: 2

Date of Issue of Permit: 1/02/2022

Signature:



Terms and Conditions

1. Role of Building Surveyors Code Pty Ltd

1.1 Professional Standard of Care

In performing the Services, Building Surveyors Code Pty Ltd shall:

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

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

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

2. Payment to Building Surveyors Code Pty Ltd for Services

2.1 Client to Make Payment

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

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Building Surveyors Code Pty Ltd, Building Surveyors Code Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred.

The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

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

2.4 Disputed Claims

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

2.5 Payment of Costs if Building Works Delayed

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

2.6 Effect of Termination on Right to Payment

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

2.7 Changes in Laws

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

3. Scope of Liability

3.1 Direct and Indirect Loss

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

3.2 Maximum Amount of Liability

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

3.3 Release

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

3.4 Duration of Liability

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

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Building Surveyors Code Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these

Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

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

4.0 Termination of Services

4.1 Termination by Client

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

(a) If Building Surveyors Code Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Building Surveyors Code Pty Ltd of a notice requiring the breach to be remedied; or

(b) If the Client serves on Building Surveyors Code Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of issue of the notice.

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

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Building Surveyors Code Pty Ltd may allow) of the service by Building Surveyors Code Pty Ltd on the Client of a notice requiring the breach to be remedied; or

(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Building Surveyors Code Pty Ltd may allow) of the service by Building Surveyors Code Pty Ltd on the Client of a notice requiring the breach to be remedied; or

(c) If Building Surveyors Code Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

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

4.4 Work-in-Progress

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

5. General Matters

5.1 Transfer and Assignment

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

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

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

5.2 Consultants

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

6. Definitions and Interpretation

6.1 Definitions

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

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

(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and

(b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)