



CONTRACT OF SALE OF REAL ESTATE

VENDOR: CARLIE ANNE CARRIERA and AARON ANTHONY SCERRI

Property: 13 Koora Drive, Sunbury VIC 3429

EASY HOME CONVEYANCING
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Contract of Sale of Land

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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor 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

Approval

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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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

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.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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:

WHERE SIGNATORY IS AN INDIVIDUAL:

SIGNED FOR AND ON BEHALF OF:

.....
Signature of Individual

Signed on:/...../.....

Name:

State Nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY:

Executed in accordance with the requirements of s.127 *Corporations Act 2001* (Cth):

Company Name: ABN/ ACN.....

Signed on:/...../.....

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

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:

WHERE SIGNATORY IS AN INDIVIDUAL:

SIGNED FOR AND ON BEHALF OF:

Signed on:/...../.....

.....
Signature of Individual

CARLIE ANNE CARRIERA and AARON ANTHONY SCERRI

Name:

State Nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY:

Executed in accordance with the requirements of s.127 *Corporations Act 2001* (Cth):

Company Name: ABN/ACN.....

Signed on:/...../.....

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

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

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PARTICULARS OF SALE

VENDOR'S ESTATE AGENT:

Name: Harcourts Rata & Co West

Address:

Email: sold@rataandco.com.au

Tel:

Mob: 0409 853 503

Ref: Nathan Hunt

VENDOR:

Name: CARLIE ANNE CARRIERA and AARON ANTHONY SCERRI

Address:

ABN/ACN:

VENDOR'S LEGAL REPRESENTATIVE:

Name: Meharban Sidhu C/O Easy Home Conveyancing

Address: 11 Valere Street, Mickleham VIC 3064

Email: info@easyhomeconveyancing.com.au

Tel: 0412 850 551

Matter Ref : EHC2025/0805

PURCHASER:

Name:

Address:

ABN/ACN:

Email:

PURCHASER'S LEGAL REPRESENTATIVE:

Name:

Address:

Email:

Tel:

LAND (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12492 Folio 889	120	PS 842973L

If no title or plan references are recorded 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: 13 Koora Drive, Sunbury VIC 3429

GOODS SOLD WITH THE LAND (general condition 6.3(f)) *(list or attach schedule)*

All fittings and fixtures as inspected.

PAYMENT

Price	\$	_____			
Deposit	\$	_____	Payable 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 and special condition 14)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser's representative of registration of the plan of subdivision: or
- 14 days after the vendor gives notice in writing to the purchaser's representative of the issuing the Certificate of Occupancy.

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 / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

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) - NOT APPLICABLE AT AUCTION

- This condition only applies only if the box is checked

Condition Expiry: 14 days from day of sale

OR

Date...../...../..... (as agreed by the parties)

Lender..... Loan amount no more than \$.....

BUILDING REPORT (General Condition 21) - NOT APPLICABLE AT AUCTION

- This condition only applies only if the box is checked

Condition Expiry: 14 days from day of sale

OR

Date:/...../..... (as agreed by the parties)

PEST REPORT (General Condition 22) - NOT APPLICABLE AT AUCTION

- This condition only applies only if the box is checked

Condition Expiry: 14 days from day of sale

OR

Date:/...../..... (as agreed by the parties)

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.

Please refer to the page number 11 if any additional special condition required to be added.

SPECIAL CONDITIONS

Special Condition 1 – Purchaser’s Acknowledgement

This Agreement contains the entire agreement and understanding among the parties hereto with respect to this Contract of Sale terms & conditions as specified. The Purchaser acknowledges and agrees that in entering into this Agreement, the Purchaser had relied on the Warranties only, and not on any other statement, representation, warranty, condition, forecast or other conduct which may have been made by or on behalf of the Vendor/s.

The purchaser acknowledges that they are purchasing the property:

- (a) As a result of their own enquiries and inspection and are not relying upon any representation made by the vendor or any other person on the vendor’s behalf;
 - (b) In its present condition and state of repair;
 - (c) Subject to all defects latent and patent;
 - (d) Subject to any infestations and dilapidation;
 - (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act 1989 or any Ordinance under that Act in respect of any building on the land.
- The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 2 - No Representation by the Vendor

The Purchaser acknowledges that the Vendor has not, nor has anyone on behalf of Vendor, made any promise or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser indemnifies the Vendor and/or the Vendor’s Agents from any claims demands in respect thereof.

Special Condition 3 – Acceptance of Property & Chattels

The Purchaser acknowledges that he/she has inspected the Property & Chattels prior to signing this Contract of Sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition as and state of repair and with any defects existing at the date hereof.

Special Condition 4 – Additions & Improvements

- 4.1 The Vendor makes no representations or warranties regarding the fact that any or all alterations, additions, or installations to the property's improvements, whether or not they are structural, have been made in accordance with any orders, approvals, consents, regulations, notices, recommendations, permits, or legislative requirements of any kind made by any government, semi-government, city, municipal, or authority with regard to the property.
- 4.2 The purchaser shall not make any requisition, raise any objection, or claim any compensation for any alleged non-compliance with any orders, approvals, consents, regulations, notices, recommendations, permits, by law or legislative requirements of any nature of any of the authorities mentioned above.

Special Condition 5 – Solar Panels

If the property is fitted with solar panel system, the vendor makes no warranty or representation, express or implied, as to the performance, suitability, or fitness for a particular purpose of the solar panels sold under this agreement. The buyer assumes all risk related to the use of the solar panels and agrees to indemnify and hold the vendor harmless from any claims or damages arising from the use of the solar panels. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

Special Condition 6 – Interest and Costs payable on default

If the purchaser defaults in payment of any money under this Contract, then interest at a rate of **10% per annum** under the section 2 of the **Penalty Interest Rates Act 1983** shall be paid by the purchaser to the vendor on any money owing under the contract during the period of default. Further, the purchaser agrees that the reasonable costs of each and every default by the purchaser is the sum of **\$880.00** inclusive of GST for the notice to be prepared and served on behalf of the vendor to the purchaser or his/her representative.

Special Condition 7 – Settlement Extension or Delay Fee

Without limiting any other rights of the Vendor, if the Purchaser:

- (a) fails to settle on the settlement date stated in the Particulars of Sale to this Contract (“Due Date”); or
- (b) requests an extension to the Due Date,

then, for each failure to settle on the Due Date or for each request for an extension to the Due Date, the Purchaser must pay to the Vendor’s legal representative a minimum of **\$330.00 (inclusive of GST)** as compensation for the Vendor’s additional legal costs and disbursements.

Special Condition 8 – Guarantee & Indemnity

8.1 Guarantee

If the Purchaser is:

- (a) a company or corporate trustee which is not listed on the Australian Stock Exchange; OR
- (b) an individual and is the trustee of a trust, then the Purchaser agrees to procure the execution of a Guarantee in favour of the Vendor

by:

- (c) in the case of a company or corporate trustee, all the directors of the Purchaser; OR
- (d) in the case of individual trustees, the trustees in their personal capacities, and to provide the executed Guarantee to the Vendor immediately on the execution of this Contract.

8.2 Purchaser's warranty

The Purchaser warrants that upon execution of this Contract, it will be in a position to have all the directors or trustees execute the Guarantee.

8.3 Purchaser does not comply

The Vendor may end this Contract under General Conditions 34 and 35 if:

- (a) the Purchaser does not comply with Special Condition 8.1; or
- (b) the Guarantor (or if the Guarantor consists of two or more persons, any of those persons) does not sign the Guarantee.

Special Condition 9 – Right of Nomination

General condition 4 is deleted and replaced by the following:

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

9.2 If the Purchaser effects a nomination, a signed nomination form must be forwarded to the Vendor’s conveyancer prior to the settlement and the Nominee shall pay the Vendor’s conveyancer’s additional cost in relation thereto fixed at **\$220.00** including GST, which is to be adjusted and paid at the settlement.

9.3 Without limiting **Special Condition 8**, the Purchaser and any of the guarantors of the Purchaser must indemnify the Vendor and keep it indemnified from and against any claim penalty or demand in respect of stamp duty or costs arising from the nomination of a substituted purchaser.

9.4 If the substituted purchaser is:

- (a) a company or corporate trustee which is not listed on the Australian Stock Exchange, OR
- (b) an individual and is the trustee of a trust, then the Purchaser must comply with **Special Condition 8**

9.5 Notwithstanding **Special Condition 9.1 and 9.2** herein, the Purchaser is not entitled to nominate a substituted or additional Purchaser if the Purchaser is in default under the Contract and Notice of Default has been issued to the Purchaser pursuant to General Condition 27.

Special Condition 10 – Early possession under License Agreement

If the Purchaser requests early possession of the property under a licence agreement, the licence agreement must be prepared by the Vendor’s Conveyancer at the Purchaser’s cost. The Purchaser shall pay the Vendor’s Conveyancer a fee of **\$330.00** (including GST) for the preparation of the licence agreement. This fee is to be adjusted and paid at settlement.

Special Condition 11 – Finance Decline

In case purchaser is unable to secure a loan under the GC 20 and wish to end the Contract, the purchaser must provide written evidence of loan decline from the potential lender. A letter from a mortgage broker/mobile lender will not be acceptable to end this Contract under GC 20.

Special Condition 12 – Auction

If the property is offered for sale by public auction subject to the vendor's reserve price, the rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules. General Conditions **20, 21 and 22** will not be applicable if this property is sold at the Auction.

Special Condition 13 – Land Tax

13.1 Land tax is not an adjustable item under General Condition 23; however, the purchaser or their legal representative must provide a copy of the land tax certificate along with the statement of adjustments.

13.2 If, as a result of the Purchasers failure to settle this Contract as required before 31 December in any one year, and settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser hereby agrees and accepts they will be responsible to reimburse the Vendor for the full amount of Land Tax assessed against the property on a proportional basis regardless of the Vendors other land holdings. This reimbursement to the Vendor caused by the Purchaser's default will not be treated as a land tax adjustment, but as agreed "liquidated damages" for the Vendor's loss incurred by the purchasers' default and of no fault by the Vendor who would not be liable for such land tax but for the Purchaser's default.

Special Condition 14 – Vendor's Right to Extend Settlement Date

If there is a registered mortgage on title then the parties agree that the settlement date in the Particulars of Sale may, at the option of the Vendor, be extended to a date no longer than **10 business days** after the contract has become unconditional to enable the Vendors Mortgagee to be ready.

Special Condition 15 – Special Conditions to Prevail

If there is any inconsistency between a special condition and a general condition, the special condition will be given priority and will apply to the specific situation at hand.

Additional special conditions agreed by the parties (if any)

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions*

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 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 Ltd in the month and year set out in 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosure in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 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 license required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or license is not obtained by settlement.

10. TRANSFER & DUTY

- 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 digital duties form 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 7.2; 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 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 it-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) The purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 received 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 that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest, which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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 7 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide at any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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* (Vic).

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 sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner, or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) 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.
- 14.6 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. General 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 and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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;

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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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 vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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 unless the margin scheme applies.

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 these general conditions:

- (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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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 sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from –
 - a registered building surveyor
 - a registered building inspector;
 - a registered domestic builder; or
 - an architect;Which is
 - prepared in compliance with Australian Standard AS 4349.1-2007;
 - identifies a current defect in a structure on the land; and designates author states is a major defect; .
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not 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:
- obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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 adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis:
- That 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
- 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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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) The 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.

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 of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment 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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. 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 an electronic lodgment 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 Tax Act, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment 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 bankcheque, 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 Tax Act. 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 Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition.
25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Tax Act.

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 to performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation. In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.
- 27.6 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.
- 28.1 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 (Vic) applies.

29. INSPECTION

The purchaser and/or another person authorized 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 (Vic):
 - (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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; and
 - (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.

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 the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –

- (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.

INFORMATION ONLY
PLEASE DO NOT USE

GUARANTEE AND INDEMNITY

TO: CARLIE ANNE CARRIERA and AARON ANTHONY SCERRI

(Hereinafter called 'The Vendor')

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

1. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
2. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
3. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
4. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

Purchaser:

Guarantor:

Contract: a contract dated the

SIGNED SEALED & DELIVERED

in the presence of:

.....
Print Name of Witness

.....
Print Name of Guarantor

.....
Signature of Guarantor

SIGNED SEALED & DELIVERED

in the presence of:

.....
Print Name of Witness

.....
Print Name of Guarantor

.....
Signature of Guarantor

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: CARLIE ANNE CARRIERA and AARON ANTHONY SCERRI

Property Address: 13 Koora Drive, Sunbury VIC 3429

Lot: 120 Plan of subdivision: 842973L

The Purchasers are **Not Required** to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 29 December 2025

Signed for an on behalf of the Vendor: *Easy Home Conveyancing*

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL:

SIGNED FOR AND ON BEHALF OF:

Signed on:/...../.....

.....
Signature of Individual

Name:

State Nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY:

Executed in accordance with the requirements of s.127 Corporations Act 2001 (Cth):

Company Name:

ABN/ ACN.....

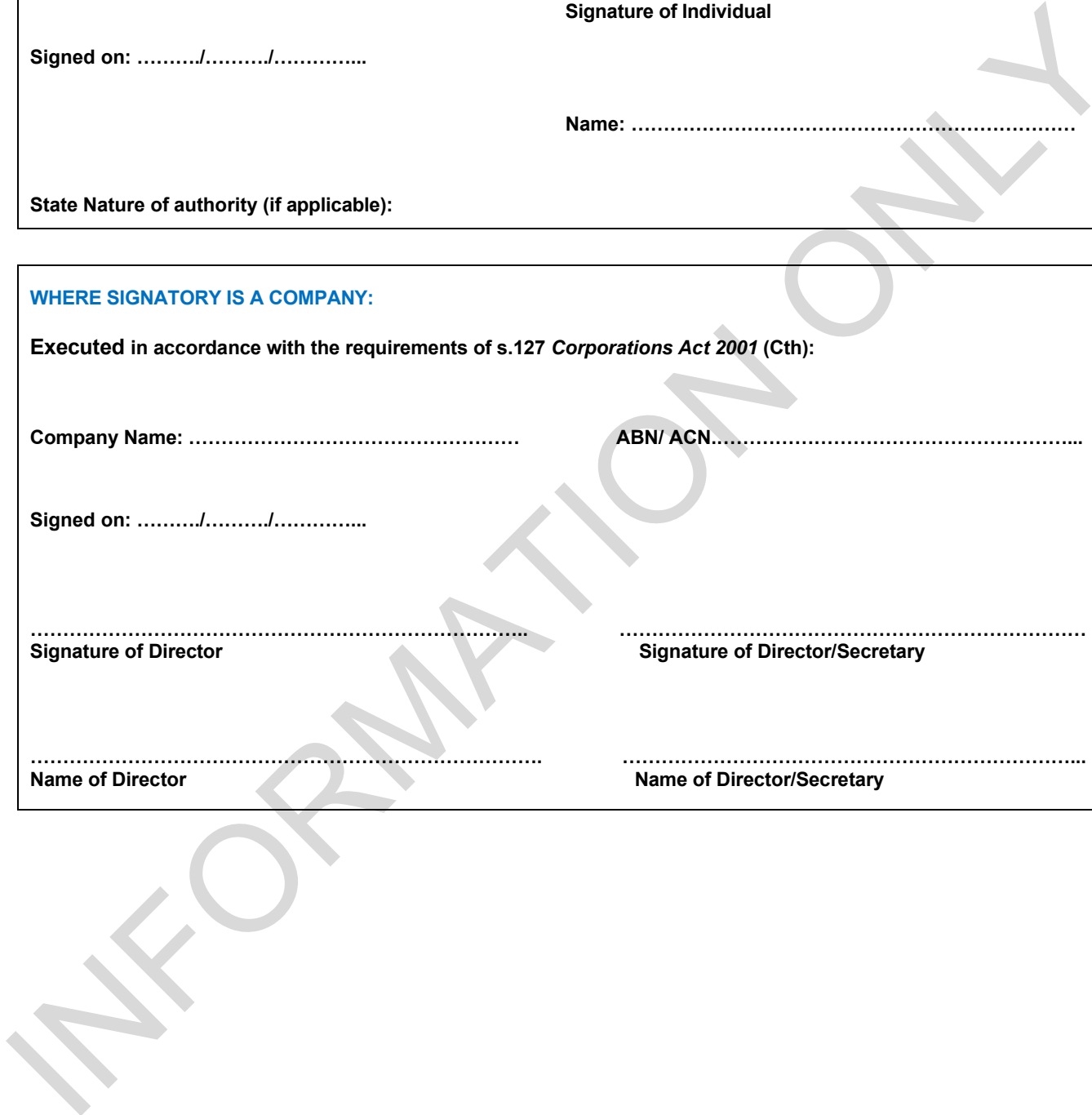
Signed on:/...../.....

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary



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: \$5,000.00

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

Not Applicable

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

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

- (a) Name of planning scheme Please see attached reports
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

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. DISCLOSURE OF MATERIAL FACT — Not Applicable

13. 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.)

Is attached

14. ATTACHMENTS (Please find attached)

(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 12492 FOLIO 889

Security no : 124131023727J
Produced 27/12/2025 11:32 AM

LAND DESCRIPTION

Lot 120 on Plan of Subdivision 842973L.
PARENT TITLE Volume 08816 Folio 670
Created by instrument PS842973L 01/08/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CARLIE ANNE CARRIERA
AARON ANTHONY SCERRI both of 13 KOORA DRIVE SUNBURY VIC 3429
AY312150L 16/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ497372V 18/08/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS842973L 01/08/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AV956880D 15/08/2022

DIAGRAM LOCATION

SEE PS842973L 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: 13 KOORA DRIVE SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 18/08/2025

DOCUMENT END



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	PS842973L
Number of Pages (excluding this cover sheet)	4
Document Assembled	27/12/2025 11:32

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h2>PS 842973L</h2>
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<p>LOCATION OF LAND</p> <p>PARISH: HOLDEN</p> <p>TOWNSHIP:</p> <p>SECTION: 17</p> <p>CROWN ALLOTMENT: A (PART)</p> <p>CROWN PORTION: 17</p> <p>TITLE REFERENCE: VOL 8816 FOL 670</p> <p>LAST PLAN REFERENCE: LOT 1 ON LP82390</p> <p>POSTAL ADDRESS: (at time of subdivision) 155 VINEYARD ROAD SUNBURY VIC 3429</p> <p>MGA CO-ORDINATES: (of approx centre of land in plan) E: 298 200 ZONE:55 N: 5 836 050</p>	<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009336 Planning Permit Reference: P22498 SPEAR Reference Number: S163991T</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 02/12/2021</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Katrina Toogood for Hume City Council on 27/06/2022</p> <p>Statement of Compliance issued: 20/06/2023</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1</td> <td>HUME CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>HUME CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.2</td> <td>JEMENA ELECTRICITY NETWORKS (VIC) LTD</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	HUME CITY COUNCIL	RESERVE No.1	HUME CITY COUNCIL	RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD	<p>LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOT A) - 1.806ha</p>
IDENTIFIER	COUNCIL/BODY/PERSON								
ROAD R1	HUME CITY COUNCIL								
RESERVE No.1	HUME CITY COUNCIL								
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD								
NOTATIONS	<p>WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>								
DEPTH LIMITATION DOES NOT APPLY									
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision.</p>									

EASEMENT INFORMATION

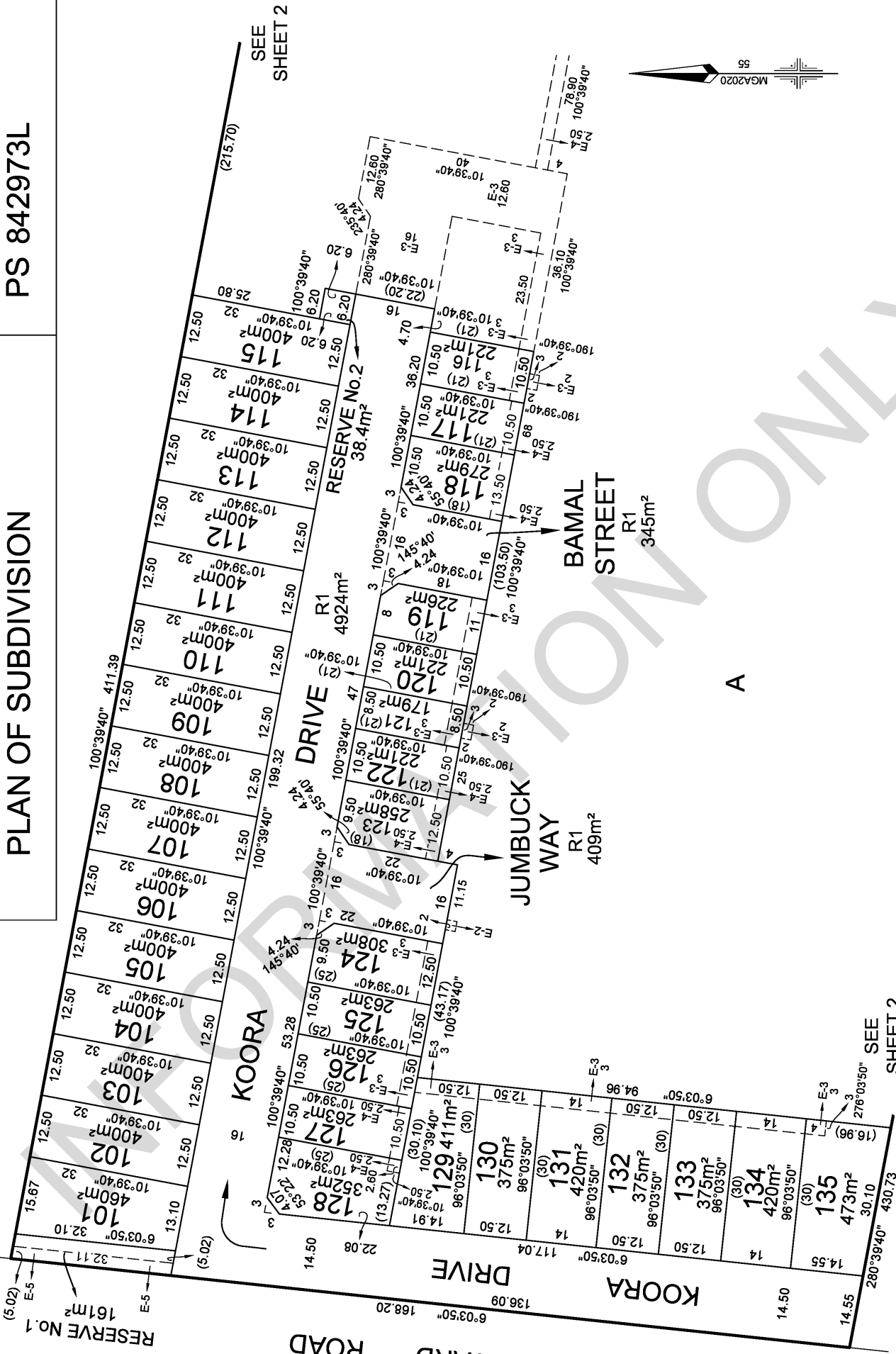
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	4.02	LP82390	ALL LAND IN LP82390
E-2	DRAINAGE	2	THIS PLAN	HUME CITY COUNCIL
E-3	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	HUME CITY COUNCIL GREATER WESTERN WATER CORPORATION
E-4	SEWERAGE	SEE DIAG.	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-5	GAS PIPELINE SUPPLY OF RECYCLED WATER (through underground pipes)	2.50 2.50	THIS PLAN - SECTION 146 OF THE GAS INDUSTRY ACT THIS PLAN	AUSNET GAS SERVICES PTY LTD GREATER WESTERN WATER CORPORATION

<p>EVANS ON VINE ESTATE - 1 35 LOTS AND BALANCE LOT A</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>DATE: 11/01/22</td> <td>REFERENCE: AA0066</td> <td>ORIGINAL SHEET SIZE: A3</td> </tr> <tr> <td>DRAWING: SU01AG</td> <td>DRAWN BY: BA</td> <td>SHEET 1 OF 4</td> </tr> </table> <p>Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (G), 12/01/2022, SPEAR Ref: S163991T</p> <p>PLAN REGISTERED TIME: 02:52 PM DATE: 01/08/2023 YL Assistant Registrar of Titles</p>	DATE: 11/01/22	REFERENCE: AA0066	ORIGINAL SHEET SIZE: A3	DRAWING: SU01AG	DRAWN BY: BA	SHEET 1 OF 4
DATE: 11/01/22	REFERENCE: AA0066	ORIGINAL SHEET SIZE: A3					
DRAWING: SU01AG	DRAWN BY: BA	SHEET 1 OF 4					

PS 842973L

PLAN OF SUBDIVISION



Lyssna Group Pty Ltd
 ABN 18 616 811 151
 Tel: +61 3 9516 6999
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodd St
 Southbank VIC 3005 Australia
 LyssnaGroup.com

EVANS ON VINE ESTATE - 1
 LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 11/01/22
 DRAWING: SU01AG
 REFERENCE: AA0066
 DRAWN BY: BA

1:750
 SCALE
 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

ORIGINAL SHEET
 SIZE: A3
 SHEET 3

Digitally signed by: Andrew Reay, Licensed Surveyor,
 Surveyor's Plan Version (G),
 12/01/2022, SPEAR Ref: S163991T
 Digitally signed by: Andrew Reay, Licensed Surveyor,
 Hume City Council,
 27/06/2022,
 SPEAR Ref: S163991T

PLAN OF SUBDIVISION

PS 842973L

CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105, 107
107	106, 108
108	107, 109
109	108, 110
110	109, 111
111	110, 112
112	111, 113

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
113	112, 114
114	113, 115
115	114
124	125
128	127, 129
129	126, 127, 128, 130
130	129, 131
131	130, 132
132	131, 133
133	132, 134
134	133, 135
135	134

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not;

- build or permit to be built or allow to remain on the lot any building or structure outside of the approved building envelope that has been endorsed under Planning Permit P22498 and in accordance with the current approved Building Regulations unless with the written consent of the municipal Council. This part of the Restriction will cease 10 years after the issuance of a Building Permit for the whole of the dwelling;
- build or permit to be built or allow to remain on the lot any building or structure that has not been approved by '155 Vineyard Road Pty Ltd' of 7B Claremont St, South Yarra prior to the granting of a Building Permit;
- build or permit to be built or allow to remain on the lot any building or structure unless it incorporates dual plumbing for an alternative water supply for flushing and garden watering use where an alternative water supply is available;
- build or permit to be built or allow to remain on the lot any building or structure which does not accord with the provisions of the Integrated Water Management Plan prepared under permit P22498 (Hume City Council) and without ensuring installation of a 2500 litre or greater water tank.

The restriction shall expire after the issuance of an occupancy certificate.

CREATION OF RESTRICTION "B"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Table of land burdened and land benefited

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
116	117
117	116, 118
118	117
119	120
120	119, 121
121	120, 122

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
122	121, 123
123	122
125	124, 126
126	125, 127, 129
127	126, 128, 129

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table as a lot subject to the 'Small Lot Housing Code' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type B)' unless;

- in accordance with a planning permit granted to construct a dwelling on the lot;
- it incorporates dual plumbing for alternative water supply for flushing and garden watering use where an alternative water supply is available.

The restriction shall expire after the issuance of an occupancy certificate.

EVANS ON VINE ESTATE - 1

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
 ABN 18 616 811 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 11/01/22 REFERENCE: AA0066
 DRAWING: SU01AG DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 4

Digitally signed by: Andrew Reay, Licensed Surveyor,
 Surveyor's Plan Version (G),
 12/01/2022, SPEAR Ref: S163991T

Digitally signed by:
 Hume City Council,
 27/06/2022,
 SPEAR Ref: S163991T



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 27/12/2025 11:32:44 AM

Status	Registered	Dealing Number	AV956880D
Date and Time Lodged	15/08/2022 10:16:23 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22203612

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8816/670

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	15 AUGUST 2022

File Notes:

NIL

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HWLEBSWORTH
LAWYERS

Deed of Agreement

**Under Section 173 of the
Planning and Environment Act 1987**

155 Vineyard Road, Sunbury

Hume City Council

and

Head, Transport for Victoria

and

155 Vineyard Pty Ltd

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Deed of Agreement

Printed 5 April 2022

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Deed of Agreement

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Deed of Agreement

Date 15 July 2022

Parties **Hume City Council**

of 1079 Pascoe Vale Road, Broadmeadows, Victoria 3047

(Council)

Head, Transport for Victoria, a body corporate established under the
Transport Integration Act 2010

of Level 21, 1 Spring Street Melbourne, Victoria 3000

(Head TfV)

155 Vineyard Pty Ltd (ACN 626 253 889)

of 7B Claremont Street, South Yarra, Victoria 3141

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the land over which this Agreement is intended to be registered.
- B. The Owner is or is entitled to be the registered proprietor of 155 Vineyard Road, Sunbury (**Subject Land**).
- C. Council issued Planning Permit P22498 dated 21 August 2020 (**Planning Permit**), which allows multi lot staged subdivision, Interim access to a road in a road zone and removal of vegetation at the Subject Land.
- D. Condition 65 of the Planning Permit provides that:

Before the plan of subdivision is submitted to the Responsible Authority for certification under the Subdivision Act 1988, the following works must be completed:

a. The owner must enter into an agreement with Council and the Head, Transport for Victoria pursuant to Section 173 of the Planning and Environment Act 1987. This Agreement will specify details pertaining to the following:

i. The interim access through Vineyard Road to be removed once any legal road connection is provided to either the northern or southern boundary of the subject land.

ii. Scope, cost and potential timing of works.

iii. The works to be completed to the satisfaction of the Responsible Authority where impacting of a Council Road and to the satisfaction of the Head, Transport for Victoria where impacting on land within a Road Zone.

Prior to certification, application must be made to the Register of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act. The cost of preparation and execution of the agreement shall be borne by the applicant.

- E. Head, TfV is the responsible road authority under the *Road Management Act 2004* (Vic) and the relevant referral authority under the Act for the Permit
- F. The Subject Land is affected by Mortgage No. AU895815L. The Mortgagee has consented to the Owner entering this Agreement as recorded in Schedule 1.
- G. Section 173(2) of the Act permits Council on its own behalf or jointly with any other persons or bodies to enter into an agreement under the Act.
- H. The Parties have entered into this Agreement:
 - (a) In satisfaction of Conditions 65 of the Planning Permit; and

-
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
-

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Council	means Hume City Council.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Council Roads	means roads owned and managed by Council.
Interim Access	means left-in access from Vineyard Road to the Subject Land and left-out access from the Subject Land to Vineyard Road as described in the Interim Functional Layout Plan prepared by Traffix Group (Drawing No. G25461-01-01, Issue H, dated 2 July 2021), as amended from time to time.

Head TfV	means Head, Transport for Victoria.
Legal Road Connection	means a road within the meaning of the <i>Road Management Act 2004 (Vic)</i> .
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person currently registered by the Registrar of Titles as proprietor of an estate in fee simple in the Subject Land or any part of it.
Party or Parties	means Council, Head TfV and the Owner.
Planning Permit	means Planning Permit P22498 issued on 21 August 2020, as amended from time to time, including any plans that may be endorsed pursuant to the Planning Permit from time to time.
Planning Scheme	means the Hume Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Road Zone	means the Road Zone under the Planning Scheme.
Statement of Compliance	means a Statement of Compliance within the meaning of the <i>Subdivision Act 1988</i> .
Subject Land	means the land comprised in Certificate of Title Volume 8816 Folio 670, being Lot 1 on Plan of Subdivision No. 82390, also described as the land at 155 Vineyard Road, Sunbury, Victoria and includes any lot created by the subdivision of the Subject Land or any part of it.

- Ultimate Access** means closure of access from and to Vineyard Road from the Subject Land, following the construction of a Legal Road Connection to the Subject Land as described in clause 2, as described in the Ultimate Functional Layout Plan prepared by Traffix Group (Drawing G25461-02-01, Issue F, dated 2 July 2021), as amended from time to time.
- Works** means the works to remove the Interim Access to the Subject Land from Vineyard Road to facilitate the Ultimate Access.
- VCAT** means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person, this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land, and

- (I) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
- (II) If the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

2.1 The Owner covenants and agrees to complete the Works:

- (a) promptly, after construction of a Legal Road Connection to the Subject Land has been completed which provides alternative vehicular access to the Subject Land from the northern or southern boundary of the Subject Land;
- (b) to the satisfaction of:
 - (I) Council to the extent that the Works affect Council Roads; and
 - (II) Head TfV to the extent that the Works affect the Road Zone; and
- (c) in a continuous, safe, proper and workmanlike manner, using all due care and skill, in accordance with the terms of all necessary permits and approvals and all applicable laws, at the Owner's cost.

3. Indemnity

The Owner covenants and agrees to indemnify and keep the Council, Head TfV and their officers, employees, agents, workers and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or Claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4. Further obligations

4.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

4.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

4.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so, including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

4.4 Council and Head TFV's costs to be paid

- (a) The Owner will immediately pay to Council and Head TFV, their respective reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council, and Head TFV respectively, by the Owner.
- (b) If in dispute, Council, Head TFV or the Owner (as applicable) may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

5. Agreement under Section 173 of the Act

Council, Head TFV and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

6. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

8. Notices

8.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time;
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post; or
- (d) by sending it by email provided that a communication sent by email shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

Time of service

A notice or other communication is deemed served:

- (e) if delivered, on the next following Business Day;
- (f) if posted, on the expiration of six Business Days after the date of posting;
- (g) if sent by facsimile, on the next following Business Day unless the receiving Party has requested retransmission before the end of that Business Day; or
- (h) in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party's electronic mail address (email address), at the time acknowledgment of receipt is recorded on the sender's computer.

9. Alternative Dispute Resolution

9.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Victorian Civil and Administrative Tribunal ("VCAT") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or their nominee, for arbitration.

9.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to the Tribunal in accordance with section 149 of the Act.

9.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in sub-clauses 9.1 and 9.2, unless the Arbitrator, Chairman, Nominee or the Tribunal otherwise directs, each party will bear its own costs in relation to it.

10. Miscellaneous

10.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council or Head TfV may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council, or Head TfV as applicable, may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.

- (c) The costs incurred by the Council, or Head TfV as applicable, in undertaking the works as a result of the Owner's default will be payable by the Owner.

10.3 No waiver

Any time or other indulgence granted by Council or Head TfV to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council, or Head TfV as applicable, in relation to the terms of this Agreement.

10.4 No fettering of Council's powers

This Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

10.6 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

Schedule 1

Mortgagee's Consent

Alceon Finance Pty Ltd ACN 159 670 158 as Mortgagee of registered Mortgage No. AU895815L consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

DATED: 11 April 2022

Executed for and on behalf of the Mortgagee:

Executed by Alceon Finance Pty Ltd ACN 159 670 158 in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Director



Trevor Loewensohn

Full name (print)

11 April 2022

Date

Signature of Director/Company Secretary



Melanie Hedges

Full name (print)

11 April 2022

Date

Deed of Agreement

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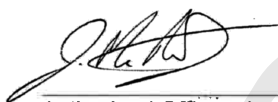
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Executed as a deed

Signed, sealed and delivered by and on behalf, and with the authority, of the **Hume City Council** by James McNulty, Manager Statutory Planning & Building Control Services in the exercise of a power conferred by an Instrument of Delegation, in the presence of:



Authorised Officer signature

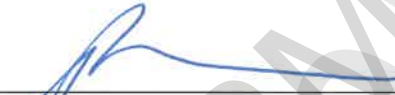


Witness Signature

Christopher Bryce

Witness Name

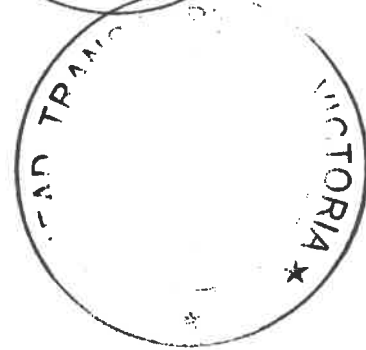
The Official Seal of the **Head, Transport for Victoria** was affixed in the presence of:



entity Head signature

Paul Younis
Head
Transport for Victoria

entity Head name (print)



EXECUTED by 155 VINEYARD PTY LTD
ACN 626 253 889 in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):



Signature of sole Director and sole
Company Secretary

JONATHAN YONGYUAN JI

Name of sole director and sole company
secretary

05/04/2022

Date

who warrants that he is the sole director and
the sole company secretary of the company

Deed of Agreement

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INFORMATION ONLY

Created at 27 December 2025 11:24 AM

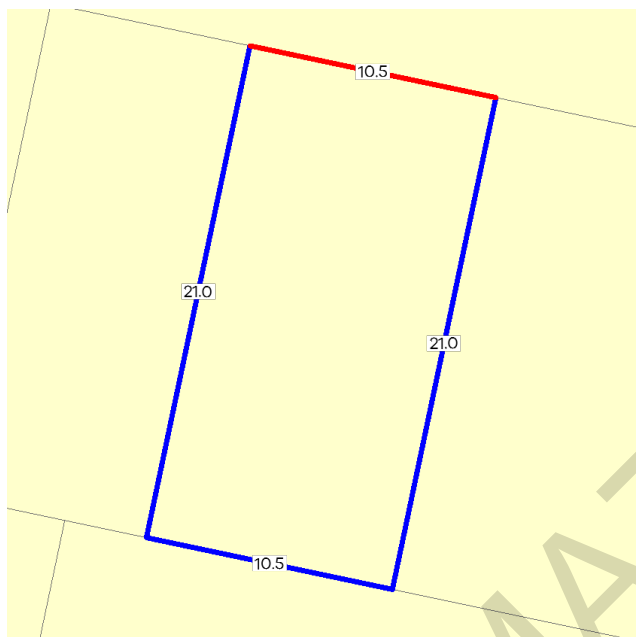
PROPERTY DETAILS

Address: **13 KOORA DRIVE SUNBURY 3429**
Lot and Plan Number: **Lot 120 PS842973**
Standard Parcel Identifier (SPI): **120\PS842973**
Local Government Area (Council): **HUME**
Council Property Number: **749630**
Directory Reference: **Melway 382 A10**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 220 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

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>

From www.planning.vic.gov.au at 27 December 2025 11:24 AM

PROPERTY DETAILS

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Standard Parcel Identifier (SPI): **120\PS842973**
Local Government Area (Council): **HUME**
Council Property Number: **749630**
Planning Scheme: **Hume**
Directory Reference: **Melway 382 A10**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

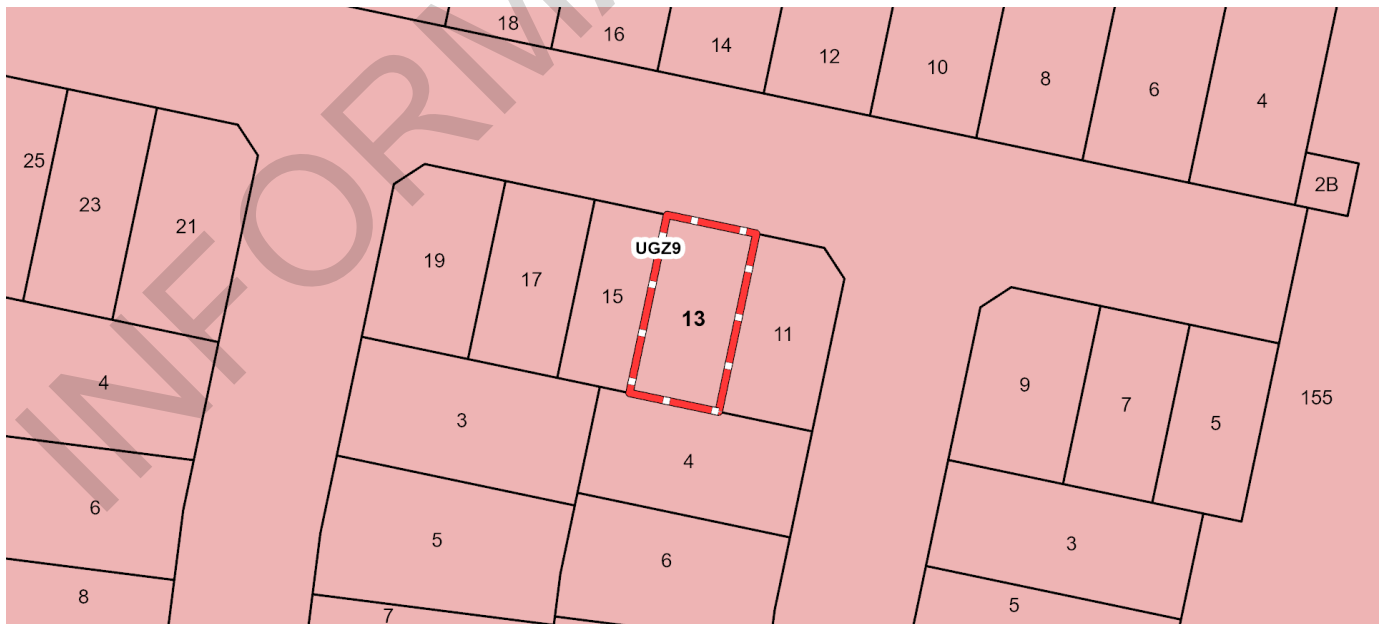
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 9 \(UGZ9\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)

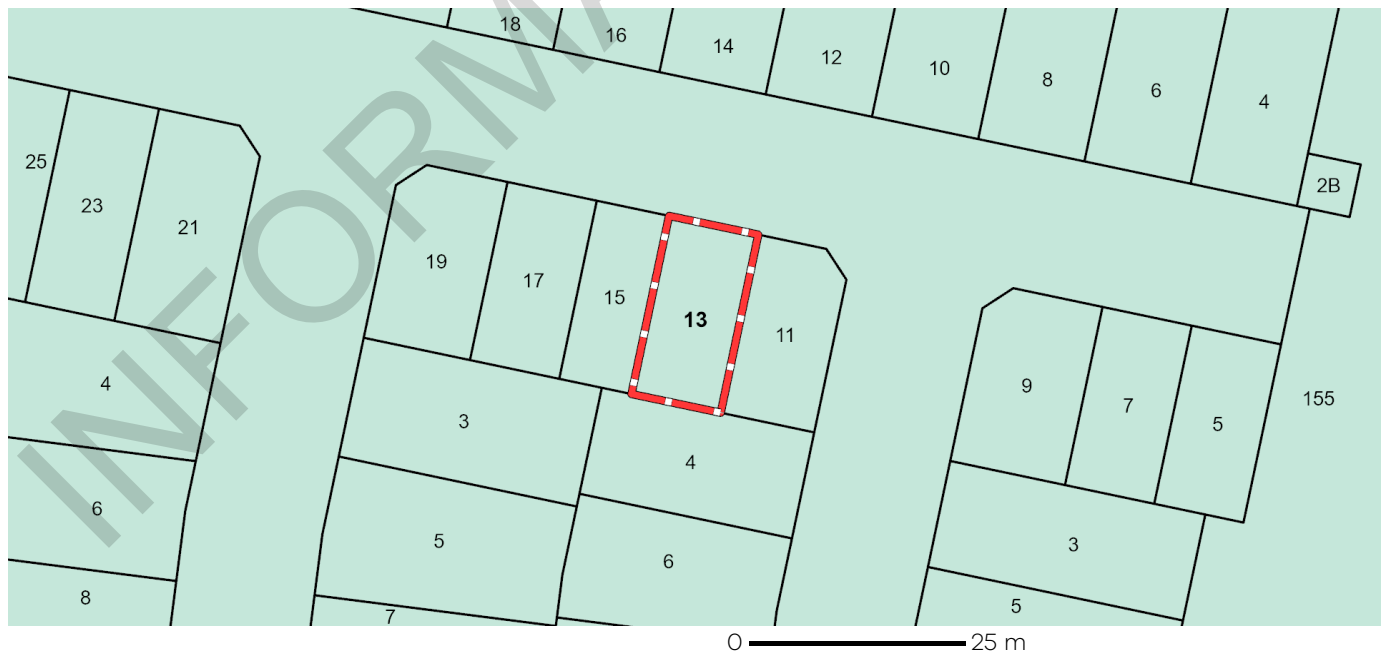


ICO - Infrastructure Contributions Overlay

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

Growth Area Infrastructure Contribution

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



Land added to the UGB since 2005

Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

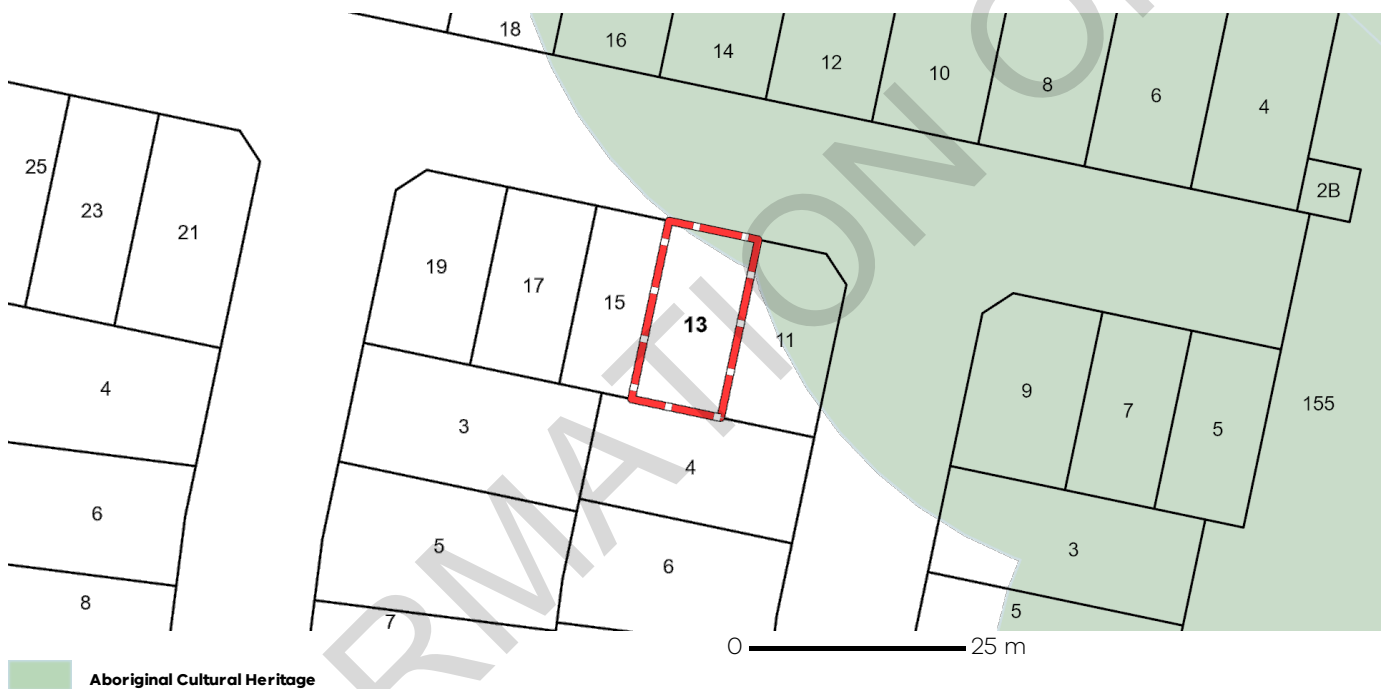
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 22 December 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

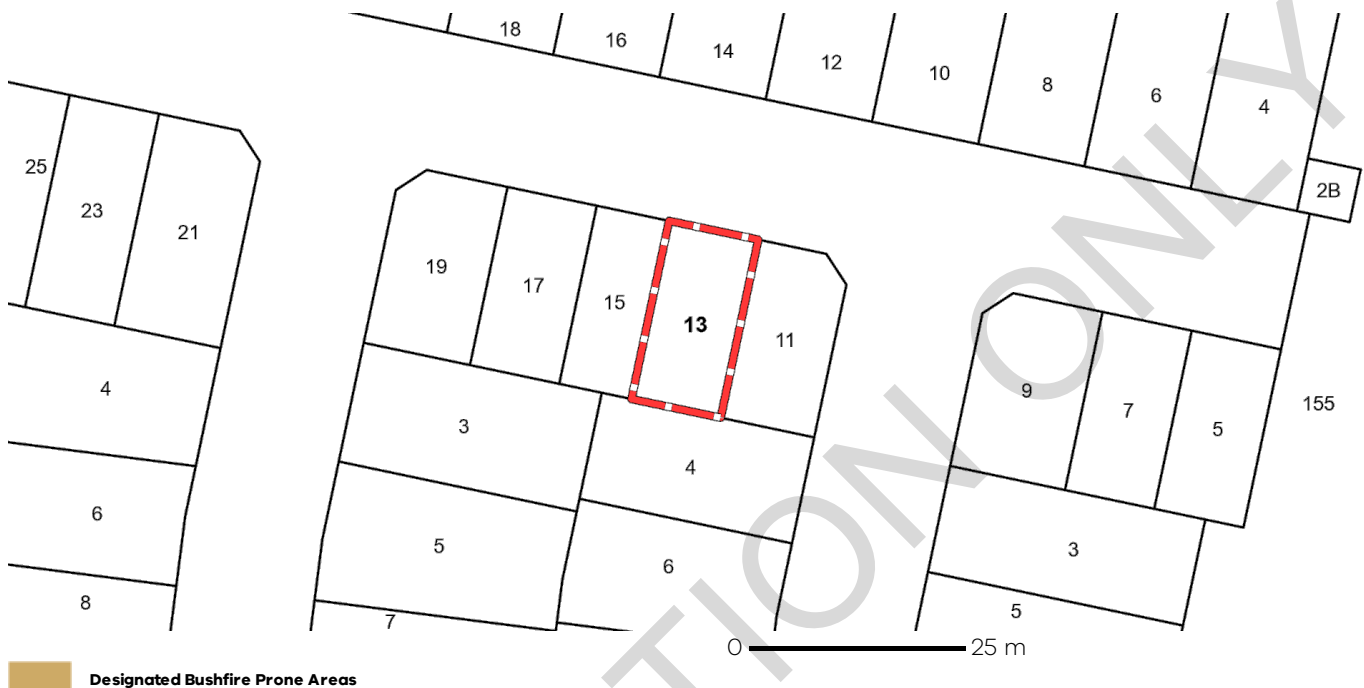
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/8805946133771

Issue to

Agent of Owner: **Southbourne Homes Pty Ltd**
Postal Address: **7 Ford Street, PRESTON VIC**
Email: soham@southbournehomes.com.au
Address for serving or giving of documents:
7 Ford Street, PRESTON VIC
Contact Person: **Soham Taleb**

Postcode: **3072**
Telephone: **0413 565 493**

Postcode: **3072**
Telephone: **0413 565 493**

Ownership Details

Owner: **Richa & Vaibhav Narang**
Postal Address: **36 Lancashire Drive, WERRIBEE VIC**
Email: vnarangpr@gmail.com
Contact Person: **Richa & Vaibhav Narang**

Postcode: **3030**

Telephone: **0423 576 088**

Property Details

Number: **13** Street/Road: **Koora Drive** Suburb: **Sunbury** Postcode: **3429**
Lot/s: **120** LP/PS: **942973L** Volume: **12492** Folio: **889**
CA: **A (Part)** Section No: **17** Parish: **Holden** County: **n/a**
Municipal District: **City of Hume**

Builder

Name: **Southbourne Homes Pty Ltd**
Telephone: **0413 565 493**
Registration no.: **CDB-U 59525**
Postal Address: **7 Ford Street, PRESTON VIC**
Postcode: **3072**

Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Michael Miskas	Draftsperson - Building Design	DP-AD 36212
Pradeep Patel	Engineer - Civil	PE0003883

Details of Domestic Building Work Insurance

Name of Builder: **Southbourne Homes Pty Ltd**
Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**
Policy Number: **C826782**
Policy cover: **\$300,000.00**

Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA Vol.2 2022**
Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**
Cost of Building Work: **\$270,000.00**
Total floor area of new building work m²: **155**

BCA ClassificationPart of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Prescribed Reporting Authorities**

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User 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 building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 05 October 2024

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 05 October 2025

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.

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
City of Hume

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Oktay Ozelik
CBS-U 66127/8805946133771
BS-L 72286
05 October 2023



Domestic Building Insurance

Certificate of Insurance

VAIBHAV NARANG, RICHA NARANG36 Lancashire Dr
WERRIBEE
VIC 3030

Policy Number:

C826782

Policy Inception Date:

25/09/2023

Builder Account Number:

005780

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 120 Koora Drive SUNBURY VIC 3429 Australia**

Carried out by the builder: **SOUTHBOURNE HOMES PTY LTD**

Builder ACN: **160896971**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **VAIBHAV NARANG, RICHA NARANG**Pursuant to a domestic building contract dated: **03/08/2023**For the contract price of: **\$ 270,000.00**Type of Cover: **Cover is only provided if SOUTHBOURNE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the 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 in relation to the domestic building work undertaken by the Builder.

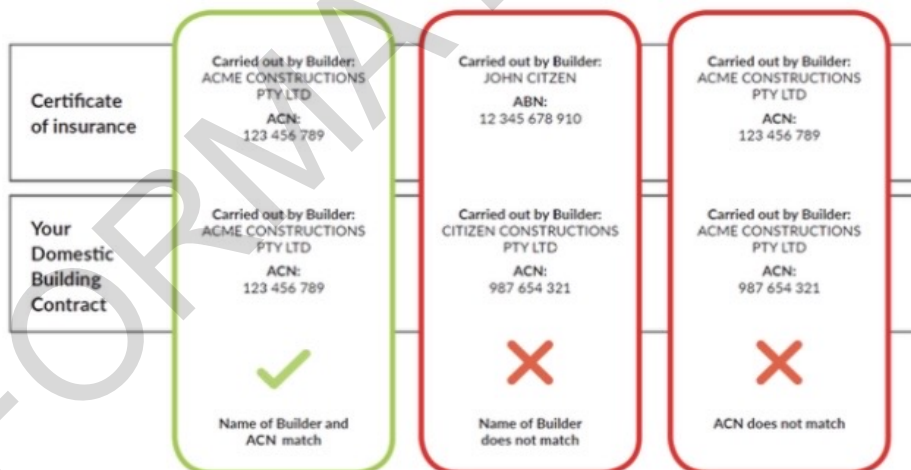
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,367.00
GST:	\$136.70
Stamp Duty:	\$150.37
Total:	\$1,654.07

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20233449

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/8805946133771

Property Details

Address: 13 Koora Drive, Sunbury Vic 3429
Lot: 120
CA: A (Part)
Municipality: City of Hume
LP/PS: 942973L
Volume: 12492
Parish: Holden
Section: 17
Folio: 889
County: n/a

Building permit details

Building permit number: CBS-U 66127/8805946133771
Version of BCA applicable to building permit: BCA Vol.2 2022

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa, Roof 0.25 kPa 2.0 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 1

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume


Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Bored Piers Inspection 11/10/2023
Pre-Slab Inspection 20/10/2023
Slab-Steel Inspection 23/10/2023
Frame Inspection 13/11/2023
Final Inspection 12/02/2024

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **City of Hume**
Certificate no.: **CBS-U 66127/8805946133771 - Occupancy Permit**
Date of issue: **5 March 2024**
Date of final inspection: **12 February 2024**
Signature: 

Your rates and valuation notice

For the period 1 July 2025 to 30 June 2026

Enquiries: 03 9205 2200

C A CARRIERA & A A SCERRI
13 KOORA DR
SUNBURY VIC 3429

Property Number: 749630
Payment Reference: 7496300
Date of issue: 08/08/2025



For emailed notices:
hume.enotices.com.au
Reference: CD26B1843Y

Property details

13 KOORA DR SUNBURY VIC 3429
Lot 120 PS 842973L Vol 12492 Fol 889
Owner Details: CARLIE ANNE CARRIERA, AARON ANTHONY SCERRI

Site Value

\$210,000

Capital Improved Value

\$530,000

Net Annual Value

\$26,500

Level of Value Date: 01/01/2025

Date Adopted for Rating Purposes: 01/07/2025

AVPCC: 121-OYO Subdivided Dwelling

Instalment 1

\$880.15

Payable 30/09/2025

Instalment 2

\$519.00

Payable 30/11/2025

Instalment 3

\$519.00

Payable 28/02/2026

Instalment 4

\$519.00

Payable 31/05/2026

Council rates, charges and rebates

Arrears		\$359.31
General Rate	0.0022749 x \$CIV	\$1,205.60
Kerbside Waste Charge	\$414.97 Kerbside	\$414.97
Public Waste Charge	\$229.67	\$229.67
Total Council rates, charges and rebates		\$2,209.55

State Government charges

Vic State Gov ESVF Residential Fixed	\$136.00	\$136.00
Vic State Gov ESVF Residential Variable	.000173 x \$ CIV	\$91.60
Total State Government charges		\$227.60

Total amount due

\$2,437.15

How to pay



BPAY BPAY View Registration No: 7496300

Access Bpay via your internet banking

BILLER CODE: 12500

REF: 7496300



DIRECT DEBIT

Register online at hume.vic.gov.au/rates to arrange automatic payment of your account



POST BILLPAY

BILLPAY CODE: 0862

REF: 7496300



IN PERSON

Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.



*862 7496300



MAIL

Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047



ONLINE OR PHONE

Call 13 18 16 or visit hume.vic.gov.au/pay

PAYMENT BY FOUR INSTALMENTS

Hume City Council's rates and charges are payable in four instalments. Instalment amounts and due dates are detailed on the front of this notice. Reminders will be issued for the second, third and fourth instalment due dates.

PAYMENT BY DIRECT DEBIT PAYMENT PLAN

Rates and charges may be paid by weekly, fortnightly or monthly direct debits. To apply, visit hume.vic.gov.au/rates and use the eNotice code on the front of this notice. If your payment due date falls on a weekend or public holiday, the payment may be processed on the next business day.

PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

LATE PAYMENT INTEREST

Instalments not paid on or before the due date will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum, outlined in the *Penalty Interest Rates Act 1983*.

FINANCIAL HARDSHIP POLICY AND SUPPORT

We are committed to assisting ratepayers experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or view our Financial Hardship policy visit hume.vic.gov.au/Rates

EMERGENCY SERVICES & VOLUNTEER FUND (ESVF)

We must collect the Emergency Services & Volunteers Fund Levy to support emergency services. If the leviable land is rateable land, or if it is classed as residential for ESVF purposes but is not rateable land, you may apply for a waiver, deferral or concession in accordance with section 27 & 28 of the *Fire Services Property Levy Act 2012*.

SINGLE FARM ENTERPRISE (SFE)

Where multiple parcels of farm land are used to operate a single farming enterprise, you may only be required to pay the FSPL fixed charge once by applying for the single farming enterprise exemption. Apply online at hume.vic.gov.au/rates

RATE CAPPING

We have complied with the Victorian Government's rate cap of 3%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

CHANGE OF PROPERTY OWNERSHIP

Please notify us in writing of all changes of ownership or postal address.

Hume City Council acknowledges the Gunung-Willam Balluk of the Wurundjeri as the Traditional Custodians of this land.

APPEAL AGAINST VALUATION

Objections to Council's valuation of your property including the AVPCC can be made under section 17 of the *Valuation Land Act 1960*. Objections must be made within two months of this notice being issued. Objections can be lodged online at ratingvaluationobjections.vic.gov.au. Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates. Any overpayments will be refunded. The valuations shown on this notice are assessed on values calculated at 1 January 2025. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs can get a rate rebate on their main place of residence. Health Care Cards are not eligible. We also provide an additional \$50 rebate on top of the State Government rebate. Apply at hume.vic.gov.au/rates

PRIMARY PRODUCER RATE REBATE

Landholders with properties larger than 2 hectares that are used as an agricultural business can apply for a 30% discount off the general rate. Owners will need to provide evidence of agricultural business use and suitable land management practices. For details visit hume.vic.gov.au/REP

PRIVACY STATEMENT

All personal information collected will be used for Council business purposes and kept confidential. It will not be shared with third parties unless we are required to disclose the information under other legislation or it is reasonable under the circumstances, including notices to fence. You may access your information by contacting us. For further details see our Information Privacy Policy online.

Speak your language!

Arabic | العربية

Assyrian | ܐܘܪܝܝܢܐ

Farsi | فارسی

Ελληνικά | Greek

हिंदी | Hindi

Urdu | اردو

Italiano | Italian

नेपाली | Nepali

ਪੰਜਾਬੀ | Punjabi

Türkçe | Turkish

简体中文 | Simplified Chinese

Tiếng Việt | Vietnamese



For language support visit hume.vic.gov.au/translate or call **9205 2200** to speak to our team.

x5 FREE waste vouchers per year

Tip passes are now flexible waste vouchers. Use them to drop off rubbish at our Resource Recovery Centres or book a hard waste or bundled branch collection. Proof of Hume address required. Limits and conditions apply. Visit hume.vic.gov.au/wasteoptions to learn more.



Valid from 1 July 2025 to 30 June 2026 only.

PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

PROPERTY LOCATION

13 KOORA DR SUNBURY VIC 3429

RATEPAYER

C A CARRIERA & A A SCERRI

PROPERTY NUMBER

749630

INSTALMENT

\$880.15



Due diligence checklist

What you need to know before buying a residential property

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

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.