

DATED

2025

SIMON BASIM MARZINA MOMIKA & LARA MANSOOR MATTI SANBO

to

CONTRACT OF SALE OF REAL ESTATE

Property: 3 Shadow Street, Deanside VIC 3335



L A W Y E R S

MMH LAWYERS

33 Military Road
Avondale Heights Vic 3034
(P.O. Box 37 Avondale Heights VIC 3034)
Tel: 03 9317 9712
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Ref: 255282

Contract of sale of land

Property: 3 Shadow Street, Deanside 3336

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Contract of sale of land

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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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING 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:

..... on / 2025

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / 2025

Print name(s) of person(s) signing: SIMON BASIM MARZINA MOMIKA AND LARA MANSOOR MATTI SANBO

.....

State nature of authority, if applicable:

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
Address: 1/337 Settlement Road, Thomastown, VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: Fax: 03 9464 3177 Ref:

Vendor

Name: **SIMON BASIM MARZINA MOMIKA AND LARA MANSOOR MATTI SANBO**

Vendor's legal practitioner or conveyancer

Name: MMH Lawyers Pty Ltd
Address: 33 - 35 Military Road, Avondale Heights VIC 3034
Email: nathan@mmhlawyers.com.au
Tel: : 03 9317 9712 Mob: Fax: Ref: NH:255282

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan		
Volume	12310	Folio	772	610	837655F
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is **3 Shadow Street, Deanside 3336**

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

All fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature.

Payment

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

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.4)

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

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

Special Condition 1 – Auction

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. The rules for the conduct of the auction are annexed hereto and marked annexure 1.

Special Condition 2 - Identity of the land mistakes and omissions

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

Special Condition 3 – Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf in regards to:

- 3.1 In its present condition and state of repair;
- 3.2 Subject to all defects latent and patent;
- 3.3 Subject to any infestations and dilapidation;
- 3.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 3.5 Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- 3.6 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 4 – Foreign Purchaser

4. The purchaser warrants:

- 4.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- 4.2 That if the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

Special Condition 5 – Loss or damage before settlement

5.1 General conditions 31.4, 31.5 and 31.6 are removed from this contract.

5.2 Should the property not be in the condition it was at the date of sale the onus will be on the purchaser to demonstrate the condition at the date of sale before any action will be taken by the vendor or their representatives to rectify same and the purchaser must not delay settlement.

Special Condition 6 – Corporate entity

In the event that the purchaser is a corporate entity the contract must be personally guaranteed under the corporation's legislation and the "Deed of Guarantee of Contract" annexed must be executed by one of the following: -

- 6.1 2 directors of the company; or
- 6.2 a director and a company secretary of the company; or
- 6.3. for a proprietary company that has a sole director who is also the sole company secretary--that director.

Special Condition 7 – Default by vendor

7. Despite anything in General Condition 32, the Vendor is not obligated to pay any costs or expenses or default interest claimed by the Purchaser, whether caused by the Vendor's breach or otherwise claimed by the Purchaser.

Special Condition 8 – Default Interest

8. General Condition 33 is amended to read:

33.1 *“Interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.”*

Special Condition 9– Statement of Adjustments

9. General Condition 23.3 is replaced with the following:

- 23.3 The statement of adjustments must be delivered to the vendor or the Vendor's representatives at least 7 days before the date of settlement:
 - (a) When providing the statement of adjustments, the purchaser must provide a copy of all certificates, other documents and/or verbal representations relied upon to prepare same; and
 - (b) If the statement of adjustments is not provided at least 7 days before the date of settlement the purchaser will be in default under the contract.
 - (c) If the adjustments are not received by vendor or the vendors representatives 7 days before the date of settlement the vendor does not have to facilitate settlement until 7 days after its receipt and the purchaser will be deemed to be in default of the contract.

Special Condition 10 – Nomination

10. If the property is sold and the purchaser uses the words and/or nominee or seeks to rely on General Condition 4 of this contract the following condition applies: -
 - (a) The nomination must be done within 14 days of the date of sale;
 - (b) The original named purchaser remains jointly and severally liable for the performance of the contract;
 - (c) The nominee shall pay the vendors representatives the additional sum of \$385.00; and
 - (d) If the nominee is a company a personal guarantee shall be provided by the directors.

Special Condition 11 – Re-scheduling of settlement

11. If settlement is required to be rescheduled because of the purchaser, the purchaser's representatives or the purchaser's financial institution the purchaser will be liable for any fees associated with the rescheduling including but not limited to:-
 - (a) Agency fees;
 - (b) Legal fees;
 - (c) Bank fees, interest, bridging finance, application fees;
 - (d) Accommodation and storage fees; and
 - (e) Any other sum that the vendor acting reasonably may incur

This clause will not merge on completion.

Special Condition 12 – Location of settlement

12. If the Vendor, vendor's representatives, or vendor's financial institution is required to attend a location for settlement, by the request of the purchaser or the purchaser's representatives, the Vendors fees associated the same including agency and legal fees shall be paid by the purchaser.

Special Condition 13 – Loan/Finance

13. General condition 20 is replaced with:

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor on the approval date or any later date allowed by the vendor and provides the vendor and/or the vendors representatives with evidence that they did everything possible to comply with this condition and finance was not approved; and
 - a. The vendor will require:
 - i. evidence by way of a confirmation letter from the financial institution confirming finance has been rejected;
 - ii. Evidence that the loan was immediately applied for;
 - iii. Evidence that all request of the financial institution were compiled within a reasonable manner;
 - iv. Authorisation to contact the financial institution to confirm the accuracy of the information provided; and
 - v. Any other information the vendor may require to determine this condition was complied with.
- (d) is not in default under any other condition of this contract when the notice is given.
 - a. The purchaser may be in default of the contract even if a default notice has not yet been issued.

20.3 All money must be immediately refunded to the purchaser if the contract is ended but for \$385.00 being reasonable legal fees incurred by the Vendor.

Special Condition 14 – Deposit

14. General condition 14.1 is amended to read

14. The purchaser must pay the deposit equal to 10% of the price:

- (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.
- (d) The deposit is due to be paid on the date listed in the particulars of sale, if no date is nominated for the date in which the deposit becomes due, the deposit becomes due and payable, within 7 days of the contract becoming unconditional;
- (e) If the deposit is not paid on or before the due date the purchaser is in default under the contract and the vendor is entitled to an interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 on the deposit owing under the contract during

the period of which the deposit has not been paid from the deposit due date until the date to which the deposit has been paid by the purchaser; and

- (f) If the purchaser does not pay the deposit equal to 10% of the price and contract ends by a default notice given by the vendor under general condition 35.4 the vendor is entitled to receive a deposit equal to 10% of the price as the vendor's absolute property whether the deposit has been paid or not.

Special Condition 15 – Inspection

15. If the contract of sale is subject to a lease General condition 29 is amended to:
- (a) "The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day. If the licensees or other persons in possession of the property do not grant access to the property, the Purchaser cannot delay settlement nor withhold any sum of money or make claim for any compensation should the property not be in the condition it was at the date of sale from the vendor.

Special Condition 16 – Vendors statement

16. Despite the vendors statement being attached to the contract of sale the purchaser acknowledges that they were provided the vendors statement and reviewed same before signing the contract of sale.

Special Condition 17 – Fair Terms

17. The purchaser warrants that they are aware that this is a legally binding contract;
- (a) The purchaser warranted that they had the opportunity to seek legal advice before signing the contract of sale and vendors statement even if they did not receive same;
- (b) The purchaser acknowledges that they had the opportunity to negotiate the particulars of sale and special conditions prior to signing this contract, even if they did not do so.

Special Condition 18 – Agent

18. The purchaser acknowledges that were introduced to the property by the agent named within this contract of sale.

Special Condition 19 – Representations

19. The purchaser acknowledges that they are relying on their own investigations and enquiries on the property and are not relying on any representations made by any advertising material or verbal representations of the vendor or their agents.

Special Condition 20 – Renovations

20. The purchaser acknowledges that they are aware that the property may have been renovated
- (a) The Vendors give no warranties to the quality of the works;
- (b) The Vendors give no warranties that the works were/are compliant with the relevant standards;
- (c) The Vendors advise that permits may have not been obtained for the works undertaken; and
- (d) 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 21 – Keys

21. The Vendor makes no warranties as to the keys and conditions of the locks.
- (a) The vendor will provide all keys that they hold to the agent; and
- (b) Should vendor not hold any or all keys to the property the purchasers agree not to make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 22 – Building Certificate/s

22. The Purchaser hereby acknowledges by signing of this contract, that:
- (a) They have had the opportunity to inspect or review any information relevant to the building (including swimming pool or spa) or land and that they have had the opportunity to obtain at their own expense, from the relevant council, copies of any permits issued pursuant to regulation 51 of the *Building Regulations Act 2018*.
 - (b) On exchange of this contract of sale they may not make any claims as to the condition of the building of the property or land, or terminate the contract for any reason directly or indirectly related to the building or land and/or non-disclosure contained herein.

Special Condition 23 – Pool/Spa Fencing

- ~~23. The Purchaser hereby acknowledges by signing of this contract, that:-~~
- ~~(a) The property referred to herein may have a swimming pool, spa or other body of water (collectively known as 'water body'). The purchaser acknowledges that the water body on the property as described above may not be complied with all current legislative requirements, including but not limited to fencing or permit requirements.-~~
 - ~~(b) The Purchaser has had the opportunity to make all enquiries to the compliance and condition of the property, including but not limited to obtaining building inspection reports but suitably qualified professionals or trades people.-~~
 - ~~(c) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including fencing requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.-~~

Special Condition 24 – Pool/Spa Registration

- ~~24. The Purchaser hereby acknowledges by signing of this contract, that:-~~
- ~~(a) The Purchaser acknowledges that the water body on the property described may not be complied with all current legislative requirements, including but not limited to the registration of the water body with the relevant council.-~~
 - ~~(b) The Purchaser has had the opportunity to make all enquiries as to the compliance and registration status of the water body with the relevant council.-~~
 - ~~(c) The Purchaser acknowledges that he/she may be required to register the water body with the relevant council after settlement has taken place and acknowledge and understand that there may be costs associated with same.-~~
 - ~~(d) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including registration requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.-~~

Special Condition 25 – Land Tax

25. 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 applies.
26. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
-

ANNEXURE

Date

2025

SIMON BASIN MARZINA MOMIKA & LARA MANSOOR MATTI SANBO (Vendor)

AND

(Purchaser)

AND

(Guarantor)

DEED OF GUARANTEE OF CONTRACT

MMH LAWYERS

Office: 33 Military Road Avondale Heights Vic 3034

Postal: P.O. Box 37 Avondale Heights 3034

Tel: 03 9317 9712

Email: nathan@mmhlawyers.com.au

Ref: 255282

EXECUTED AS A DEED

Vendor:

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

Vendor:

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

Purchaser:

EXECUTED BY)) A.C.N. Director/Secretary
..... Director Name
..... Name	

Guarantor

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the 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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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 disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) 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.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the 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 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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.
- 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 lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 lodgement network; and

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	3 Shadow Street, Deanside 3336	
Vendor's name	Simon Basim Marzina Momika	Date / /
Vendor's signature		
Vendor's name	Lara Mansoor Matti Sanbo	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

<p>(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</p>	AVPCC No. 110
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>(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 of property clearance certificate or is as follows</p>	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 documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

Name of planning scheme	Melton
Name of responsible authority	Melton City Council
Zoning of the land	Urban Growth Zone (Ugz); Urban Growth Zone - Schedule 12 (Ugz12)
Name of planning overlay	Infrastructure Contributions Overlay (lco); Infrastructure Contributions Overlay - Schedule 1 (lco1)

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:

To the best of the Vendor's knowledge, there has been none.

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:

To the best of the Vendor's knowledge, there has been none.

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:

To the best of the Vendor's knowledge, there has been none.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

applies)

- Register Search Statement (Title) Volume 12310 Folio 772;
- Copy of Plan PS837655F;
- Electronic Instrument AU495197R;
- Electronic Instrument AX172704C
- Melton City Council Rates;
- Greater Western Water Information Statement;
- Land Tax Certificate;
- VicRoads Certificate;
- GAIC Certificate;
- Building Permit;
- Building Insurance;
- Occupancy Permit;
- Stamped Architectural Drawings;
- Property Report;
- Planning Report; and
- Due Diligence Checklist.

INFORMATION ONLY

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

Page 1 of 1

VOLUME 12310 FOLIO 772

Security no : 124124855728F
Produced 28/05/2025 03:49 PM

LAND DESCRIPTION

Lot 610 on Plan of Subdivision 837655F.
PARENT TITLE Volume 12303 Folio 698
Created by instrument PS837655F 10/06/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LARA MANSOOR MATTI SANBO
SIMON BASIM MARZINA MOMIKA both of 5 SPRINGLANDS CRESCENT FRASER RISE VIC
3336
AU495197R 24/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX172704C 21/08/2023
WESTPAC BANKING CORPORATION

COVENANT PS837655F 10/06/2021

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

DIAGRAM LOCATION

SEE PS837655F 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: 3 SHADOW STREET DEANSIDE VIC 3336

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 21/08/2023

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	PS837655F
Number of Pages (excluding this cover sheet)	7
Document Assembled	28/05/2025 15:49

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PLAN OF SUBDIVISION		LUV USE ONLY EDITION 1	PLAN NUMBER PS837655F	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: DERRIMUT</p> <p>TOWNSHIP: -</p> <p>SECTION: 26</p> <p>CROWN ALLOTMENT: B (PART) & C (PART)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCES: Vol. 12303 Fol. 698</p> <p>LAST PLAN REFERENCE/S: PS833845W (LOT X)</p> <p>POSTAL ADDRESS: HALCYON ROAD (At time of subdivision) DEANSIDE 3336</p> <p>MGA94 Co-ordinates E 297 170 (of approx centre of land in plan) N 5 821 030 ZONE 55</p>		<p>Council Name: Melton City Council</p> <p>Council Reference Number: Sub5608 Planning Permit Reference: PS2017/5690 SPEAR Reference Number: S156457T</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: 30/09/2020</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: Geraldine Addicott for Melton City Council on 19/04/2021</p> <p>Statement of Compliance issued: 01/06/2021</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 7 FOR FURTHER DETAILS.</p> <p>PT DENOTES PART.</p> <p>LOT Z IS IN 2 PARTS.</p> <p>OTHER PURPOSES OF THE PLAN: REMOVAL OF SEWERAGE EASEMENT E-8 ON PS833845W AS AFFECTS KOVIL LANE AND LOT Z ON THIS PLAN.</p> <p>REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT E-9 ON PS833845W AS AFFECTS KOVIL LANE ON THIS PLAN.</p> <p>REMOVAL OF WATER SUPPLY EASEMENT E-12 ON PS833845W AS AFFECTS HALCYON ROAD ON THIS PLAN.</p> <p>GROUND FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p>		
ROAD R1	MELTON CITY COUNCIL			
NOTATIONS		<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is/is not a staged subdivision. Planning permit No.</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM134 (MARIBYRNONG) AND PM100, PM157, PM196 & PM335 (DERRIMUT)</p> <p>PROCLAIMED SURVEY AREA:</p> <p style="text-align: center;">DEANSIDE VILLAGE 6 1.956ha 40 LOTS</p>		
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is/is not a staged subdivision. Planning permit No.</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM134 (MARIBYRNONG) AND PM100, PM157, PM196 & PM335 (DERRIMUT)</p> <p>PROCLAIMED SURVEY AREA:</p> <p style="text-align: center;">DEANSIDE VILLAGE 6 1.956ha 40 LOTS</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	POWERLINE	SEE PLAN	LP149082E (SECTION 103 ^B OF THE S.E.C. ACT 1958)	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2	DISTRIBUTION / OR TRANSMISSION OF GAS SEWERAGE	SEE PLAN SEE PLAN	INST. AT461986M INST. AT461933K	AUSNET GAS SERVICES PTY LTD WESTERN REGION WATER CORPORATION
SEE SHEET 2 FOR CONTINUATION				
 <p>SMEC Member of the Surbana Jurong Group</p>		<p>SURVEYOR REF: 1790s-06</p> <p>Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (C), 20/11/2020, SPEAR Ref: S156457T</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 12.16 PM DATE: 10/06/2021 RHills Assistant Registrar of Titles</p>	<p>SHEET 1 OF 7</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-3	SEWERAGE	SEE PLAN	INST. AT461933K	WESTERN REGION WATER CORPORATION
E-4	SEWERAGE	SEE PLAN	PS833838T	WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS833838T	MELTON CITY COUNCIL
E-6	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS833838T PS833838T	MELTON CITY COUNCIL WESTERN REGION WATER CORPORATION
E-7	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS833838T	WESTERN REGION WATER CORPORATION
	DISTRIBUTION AND / OR TRANSMISSION OF GAS	SEE PLAN	PS833838T (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD
	POWERLINE	SEE PLAN	PS833838T (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	POWERCOR AUSTRALIA LTD
	SEWERAGE	SEE PLAN	PS833838T	WESTERN REGION WATER CORPORATION
	DRAINAGE	SEE PLAN	PS833838T	MELTON CITY COUNCIL
E-8	SEWERAGE	SEE PLAN	PS833845W	WESTERN REGION WATER CORPORATION
E-9	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS833845W	WESTERN REGION WATER CORPORATION
	DISTRIBUTION AND / OR TRANSMISSION OF GAS	SEE PLAN	PS833845W (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD
E-10	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-11	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-12	DRAINAGE	SEE PLAN	PS833845W	MELTON CITY COUNCIL
E-13	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION

1790S-06 VER C.DWG CHS/AA



Member of the **Surbana Jurong Group** REF 1790s-06

ORIGINAL SHEET
SIZE: A3

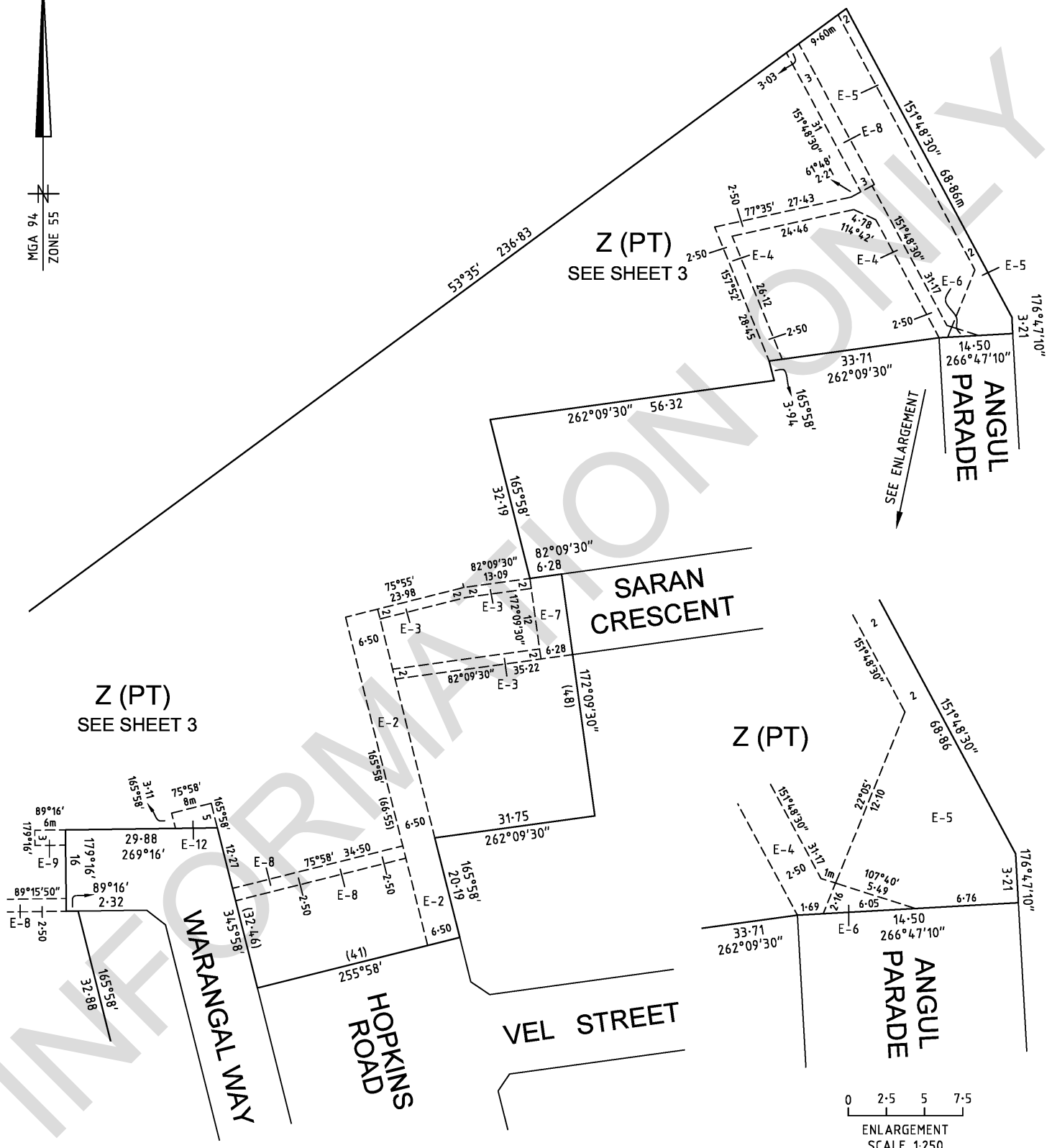
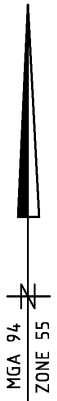
SHEET 2

Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (C),
20/11/2020, SPEAR Ref: S156457T

Digitally signed by:
Melton City Council,
19/04/2021,
SPEAR Ref: S156457T

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



1790s-06 VER C.DWG CHS/AA

SMEC

Member of the Surlana Jurong Group REF 1790s-06

SCALE 1:750

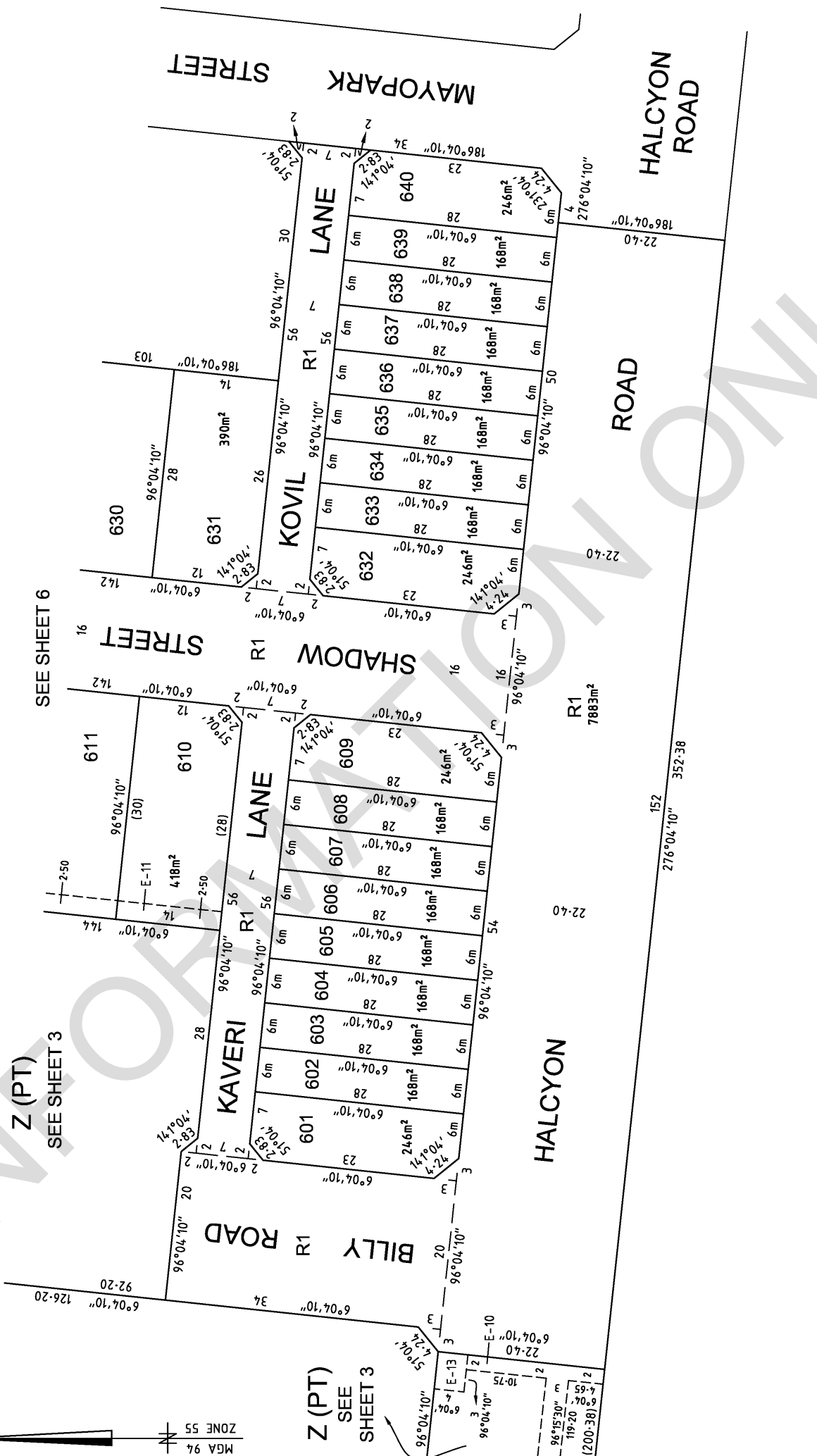
7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (C),
20/11/2020, SPEAR Ref: S156457T

ORIGINAL SHEET SIZE: A3	SHEET 4
Digitally signed by: Melton City Council, 19/04/2021, SPEAR Ref: S156457T	

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



1790S-06 VER C.DWG CHS/AA		ORIGINAL SHEET		SHEET 5	
SMEC		SIZE A3			
Member of the Surbana Jurong Group		LENGTHS ARE IN METRES		19/04/2021	
REF 1790S-06		SCALE 1:500		SPEAR Ref: S156457T	
Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (C), 20/11/2020, SPEAR Ref: S156457T		Digitally signed by: Melton City Council, 19/04/2021, SPEAR Ref: S156457T			

PLAN OF SUBDIVISIONPLAN NUMBER
PS837655F**CREATION OF RESTRICTION A**

The following restriction is to be created upon registration of Plan of Subdivision No. PS837655F by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to benefit: Lots 601 to 640 (Both Inclusive)

Lots to be burdened: Lots 601 to 640 (Both Inclusive)

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed any improvement on any lot:
 - (i) that is not in accordance with Design Guidelines approved under Planning Permit PA2017/5690 unless otherwise approved by the Design Review Panel and Melton City Council; and
 - (ii) without obtaining written approval of the design for that improvement from the Design Review Panel, such approval to be obtained even if the design for that improvement complies with the Design Guidelines.
2. Construct or allow to be constructed any more than one dwelling per lot.

This restriction shall cease to have effect after the date of 01/01/2030.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS837655F by way of restrictive covenant and as a restriction defined in the Subdivision Act 1988 (VIC).

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
601	602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605, 607
607	606, 608
608	607, 609
609	608
632	633
633	632, 634
634	633, 635
635	634, 636
636	635, 637
637	636, 638
638	637, 639
639	638, 640
640	639

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code (Type A)" 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 A)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

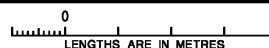
This restriction shall cease to have effect after the issue of a certificate of occupancy for the whole of the dwelling on the burdened lot.

1790S-06 VER C.DWG CHS/AA

**SMEC**

Member of the Surbana Jurong Group REF 1790s-06

SCALE



Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (C),
20/11/2020, SPEAR Ref: S156457T

ORIGINAL SHEET
SIZE: A3

SHEET 7

Digitally signed by:
Melton City Council,
19/04/2021,
SPEAR Ref: S156457T



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 28/05/2025 03:49:24 PM

Status	Registered	Dealing Number	AU495197R
Date and Time Lodged	24/06/2021 03:42:08 PM		

Lodger Details

Lodger Code	19219M
Name	PURCELL PARTNERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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.

Land Title Reference

12310/772

Transferor(s)

Given Name(s)	EMMANUEL
Family Name	SANT

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 344000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	LARA MANSOOR MATTI
Family Name	SANBO
Address	
Street Number	5
Street Name	SPRINGLANDS
Street Type	CRESCENT



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality FRASER RISE
State VIC
Postcode 3336

Given Name(s) SIMON BASIM MARZINA
Family Name MOMIKA

Address
Street Number 5
Street Name SPRINGLANDS
Street Type CRESCENT
Locality FRASER RISE
State VIC
Postcode 3336

Duty Transaction ID

5143694

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor 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 legislation and any Prescribed Requirement.

Executed on behalf of	EMMANUEL SANT
Signer Name	MICHAEL MAMMEN
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 JUNE 2021



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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 legislation and any Prescribed Requirement.

Executed on behalf of	LARA MANSOOR MATTI SANBO SIMON BASIM MARZINA MOMIKA
Signer Name	BAO TOAN NGO
Signer Organisation	MMH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 JUNE 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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 28/05/2025 03:49:24 PM

Status	Registered	Dealing Number	AX172704C
Date and Time Lodged	21/08/2023 02:08:12 PM		

Lodger Details

Lodger Code	16977H
Name	ST GEORGE BANK
Address	
Lodger Box	
Phone	
Email	
Reference	PBBM SUB42902023118

MORTGAGE

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 being mortgaged

FEE SIMPLE

Land Title Reference

12310/772

Mortgagor

Given Name(s)	LARA MANSOOR MATTI
Family Name	SANBO
Given Name(s)	SIMON BASIM MARZINA
Family Name	MOMIKA

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Street Number	25
Street Name	PIERSON



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	LOCKLEYS
State	SA
Postcode	5032

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AA6054
(b) Additional terms and conditions	NIL

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. 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.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	SHRUTI BELLAD
Signer Organisation	ST GEORGE BANK
Signer Role	AUTHORISED SIGNATORY
Execution Date	21 AUGUST 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

**Reminder
Notice**
3rd Instalment
Rates and charges

2024/2025

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au
A B N 22 862 073 889




L M Sanbo & S B Momika
3 Shadow Street
DEANSIDE VIC 3336



024
1005548
DLX1_11647

Date of Issue	Assessment Number
18/03/2025	879999
Pay this amount	Please Pay
\$534.17	Immediately

Property Location 3 Shadow Street DEANSIDE VIC 3336
Description LOT 610 PS 837655F V/F 12310/772

This amount was not received by 18/03/2025

This account is now accruing interest at 10% per annum

If you are in financial hardship or cannot pay this account in the next 10 days, please contact us to discuss your options



Payment Reference No.
001008799999



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330 001008799999

Assessment Number 879999
Rate Payer L M Sanbo & S B Momika
Property Location 3 Shadow Street DEANSIDE VIC 3336



Scan here to pay

Amount Payable
\$534.17



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

3EB7ED8CDD





LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

76919778-025-5

Statement number

6509220352

Date of Issue 29 May 2025**Total amount**

\$932.38

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 3 SHADOW STREET, DEANSIDE VIC 3336

Property number 3266350000

Lot on Plan 610\PS837655

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**
Ref: **72790600004**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518

**Australia Post**

Billpay code: **0362**
Ref: **0727 9060 0005**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 072790600005

Annual Charges

Service charges

	Annual charge FY 2024 - 25	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$220.23	Quarterly	\$165.32	\$109.81
Residential Sewer Service Charge	\$542.23	Quarterly	\$407.04	\$270.37
Parks	\$87.20	Quarterly	\$65.46	\$43.48
Waterways and Drainage	\$122.08	Quarterly	\$91.64	\$60.87
Total annual charges	\$971.74		\$729.46	\$484.53

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 22/03/2025	\$205.57
Adjustments	\$0.00
Total charges and adjustment	\$690.10

Outstanding charges

Current balance	\$690.10
Plus remainder service charges to be billed	\$242.28

Total charges

\$932.38

Volumetric Charges

Please note the water meter on this property was last read on 22/03/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 22/03/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.90 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

INFORMATION ONLY

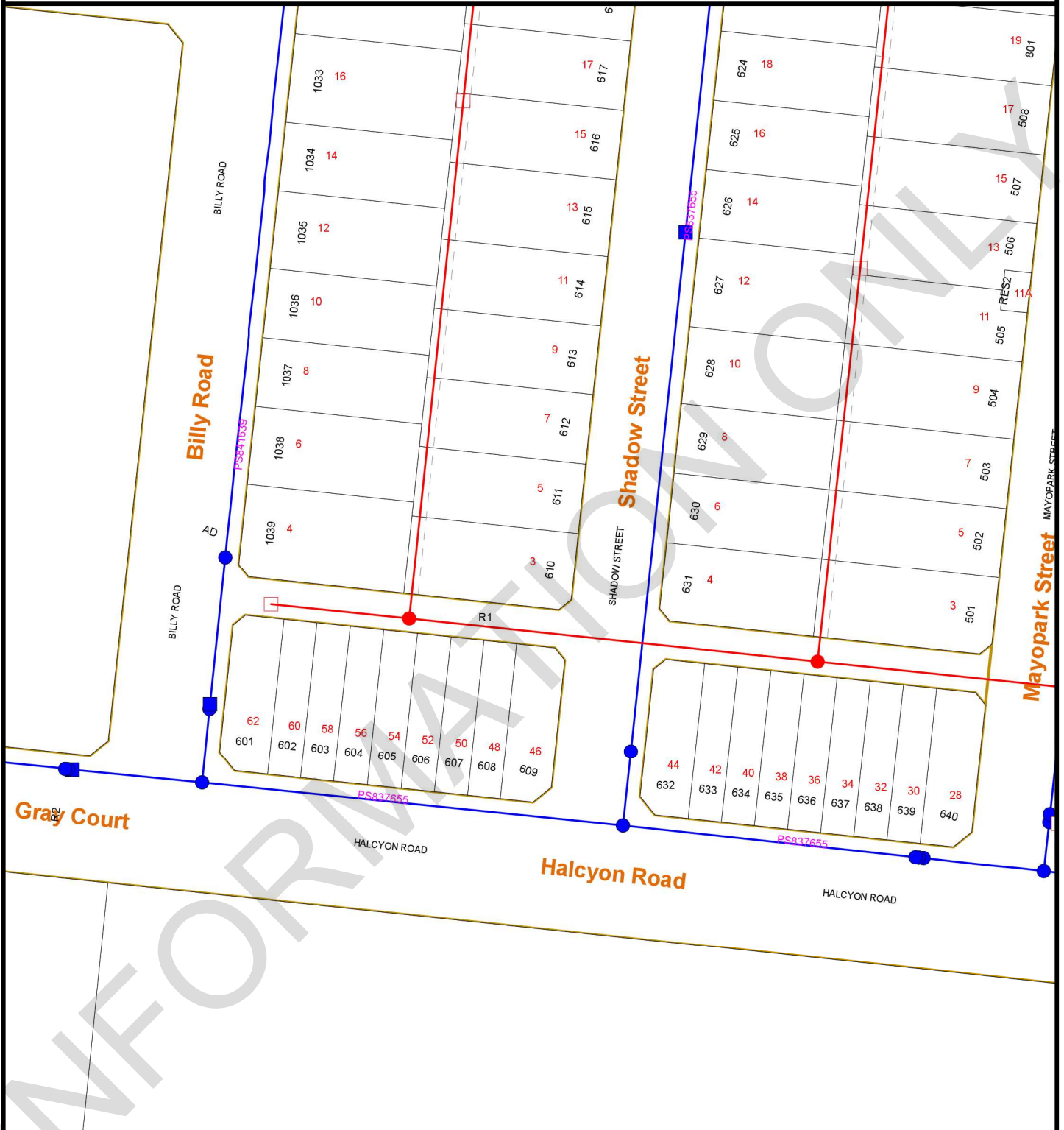
INFORMATION STATEMENT PLOT

Address :

3 SHADOW STREET DEANSIDE VIC 3336

Reference :

PID000536623



Scale 1:1000
 Printed on : 28/05/2025

Water Main DOES NOT traverse property
 Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
 36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020
 Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255282
Certificate No:	91212888
Issue Date:	28 MAY 2025
Enquiries:	ESYSPROD

Land Address: 3 SHADOW STREET DEANSIDE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48479261	610	837655	12310	772	\$3,110.65

Vendor: LARA MANSOOR MA SANBO & SIMON BASIM MAR MOMIKA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR SIMON BASIM MARZINA MOMIKA	2025	\$375,000	\$1,690.61	\$0.00	\$1,690.61

Comments:

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR SIMON BASIM MARZINA MOMIKA	2024	\$2,130.54	\$0.00	\$1,420.04

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$720,000
SITE VALUE (SV):	\$375,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$3,110.65

Notes to Certificate - Land Tax

Certificate No: 91212888

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,575.00

Taxable Value = \$375,000

Calculated as \$1,350 plus (\$375,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,200.00

Taxable Value = \$720,000

Calculated as \$720,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91212888

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 91212888

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255282
Certificate No:	91212888
Issue Date:	28 MAY 2025
Enquires:	ESYSPROD

Land Address: 3 SHADOW STREET DEANSIDE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48479261	610	837655	12310	772	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$720,000
SITE VALUE:	\$375,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91212888

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255282
Certificate No:	91212888
Issue Date:	28 MAY 2025

Land Address: 3 SHADOW STREET DEANSIDE VIC 3336

Lot	Plan	Volume	Folio
610	837655	12310	772

Vendor: LARA MANSOOR MA SANBO & SIMON BASIM MAR MOMIKA

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 91212888

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 91212886

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 91212886

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MMH Lawyers Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 366566

NO PROPOSALS. As at the 28th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

3 SHADOW STREET, DEANSIDE 3336
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 28th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76919778 - 76919778154820 '366566'

Contact Name Kellie Myles
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 76919778-012-5

30 May 2025

MMH Lawyers Pty Ltd
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

3 Shadow Street, Deanside (Volume 12310 Folio 772) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 28 May 2025 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 13 21 61.

If you have any queries in relation to this matter please contact me.

Yours sincerely

Kellie Myles

Kellie Myles
Senior Customer Service Officer
Land Revenue Administration Branch

FORM 2
Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/5523416654084

Issue to

Agent of Owner: **Simon Momika & Kara Sanbo**
Postal Address: **5 Springlands Crescent, FRASER RISE VIC**
Email: siemon_basem@yhao.com
Address for serving or giving of documents:
5 Springlands Crescent, FRASER RISE VIC
Contact Person: **Simon Momika & Kara Sanbo**

Postcode: **3336**
Telephone: **0470 219 476**

Postcode: **3336**
Telephone: **0470 219 476**

Ownership Details

Owner: **Simon Momika & Kara Sanbo**
Postal Address: **5 Springlands Crescent, FRASER RISE VIC**
Email: siemon_basem@yhao.com
Contact Person: **Simon Momika & Kara Sanbo**

Postcode: **3336**

Telephone: **0470 219 476**

Property Details

Number: **3** Street/Road: **Shadow Street** Suburb: **Deanside** Postcode: **3336**
Lot/s: **610** LP/PS: **837655F** Volume: **12310** Folio: **772**
CA: **B (PART) & C (PART)** Section No: **26** Parish: **Derrimut** County: **n/a**
Municipal District: **Melton City Council**

Builder

Name: **A.R.T Design Homes PTY LTD**
Telephone: **0488 800 443**
Registration no.: **CDB-U 68366**
Postal Address: **374 Keilor Road, NIDDRIE VIC**
Postcode: **3042**

Domestic Builder - Unlimited

This builder is specified under section 24B [4a] 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
Fabio Sella	Draftsperson - Building Design (Architectural)	DP-AD 2302
Mohammad Naeem	Engineer - Civil	EC 40637

Details of Domestic Building Work Insurance

Name of Builder: **A.R.T Design Homes PTY LTD**
Name of Issuer or Provider: **Insurance House PTY LTD**
Policy Number: **C622379**
Policy cover: **\$280,000.00**

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 2019**
Stage of Building Work Permitted: **Entire - Dwelling & Garage**
Cost of Building Work: **\$280,000.00**
Total floor area of new building work m²: **237**

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)	Melton City Council

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. Pad Footings Inspection
3. Pre-Slab Inspection
4. Slab-Steel Inspection
5. Frame Inspection
6. 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 16 July 2022

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 16 July 2023

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

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**824 Pascoe Vale Road, GLENROY VIC 3046**admin@opesbs.com.au**CBS-U 66127****Melton City Council****Designated Building Surveyor**

Name:

Permit no.:

Building practitioner registration no.:

Date of issue of permit:

Signature:

Oktay Ozelik**CBS-U 66127/5523416654084****BS-L 68228****16 July 2021**


Domestic Building Insurance

Certificate of Insurance

Simon Momika, Lara Sanbo 6 Carnaby Gr BURNSIDE VIC 3023	Policy Number: C622379
	Policy Inception Date: 05/07/2021
	Builder Account Number: 006888

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 610 Shadow Street DEANSAIDE VIC 3336 Australia
Carried out by the builder:	A.R.T DESIGN HOMES PTY LTD
Builder ACN:	606201101

! 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):	Simon Momika, Lara Sanbo
Pursuant to a domestic building contract dated:	12/02/2021
For the contract price of:	\$ 280,000.00
Type of Cover:	Cover is only provided if A.R.T DESIGN 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.

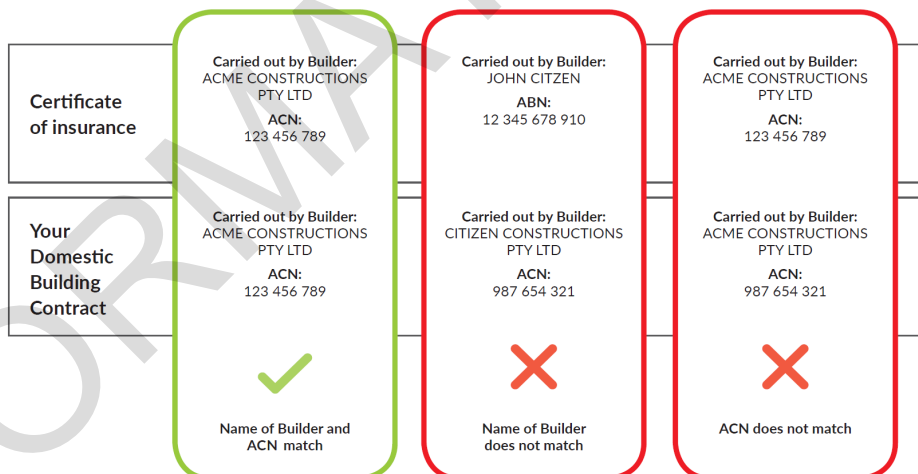
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,450.00
GST:	\$145.00
Stamp Duty:	\$159.50
Total:	\$1,754.50

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: 20211906

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/5523416654084

Property Details

Address: 3 Shadow Street, Deanside Vic 3336
Lot: 610
CA: B (PART) & C (PART)
Municipality: Melton City Council

LP/PS: 837655F
Volume: 12310
Parish: Derrimut

Section: 26
Folio: 772
County: n/a

Building permit details

Building permit number: CBS-U 66127/5523416654084
Version of BCA applicable to building permit: BCA Vol.2 2019

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
Garage Floor 2.5 kPa & Roof 0.25 kPa

Stores 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)	Melton City Council


Suitability of Occupation

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

Date of Approved Inspection:

Bored Piers Inspection 10/08/2021
Pre-Slab Inspection 18/08/2021
Slab-Steel Inspection 24/08/2021
Frame Inspection 18/01/2022
Final Inspection 01/07/2022

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **824 Pascoe Vale Road, GLENROY VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **Melton City Council**
Certificate no.: **CBS-U 66127/5523416654084 - Occupancy Permit**
Date of issue: **15 July 2022**
Date of final inspection: **1 July 2022**
Signature: 

3

General Notes for Residential Works

Revised MAY 2019D

General Notes (NCC 2019 BCA Vol 2)

- All materials and work practices shall comply with, but not limited to the Building Regulations 2018, National Construction Code Series 2019 Building Code of Australia Vol 2 and all relevant current Australian Standards (as amended) referred to therein.
- Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2019 Building Code of Australia Volume 2.
- All materials and construction practice shall meet the Performance Requirements of the BCA. Where a performance solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
 - BCA Part 3.6 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
 - BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.
- Waterproofing and water resistance of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740-2010: *Waterproofing of Domestic Wet Areas*.
- These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.
- Step sizes (other than for spiral stairs) to be:
 - Risers (R) 190mm maximum and 115mm minimum
 - Going (G) 355mm maximum and 240mm minimum
 - 2R + 1G = 700mm maximum and 550mm minimum
 - with less than 125mm gap between open treads.
- All treads, landings and the like to have a slip-resistance classification of P4 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be:
 - 1000mm min. above finished surface level of balconies, landings or the like, and
 - 865mm min. above finished surface level of stair nosing or ramp, and
 - vertical with less than 125mm gap between, and
 - any horizontal element within the barrier between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.
- Wire barrier construction to comply with NCC 2019 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2019 BCA Volume 1 Part D2.16 for other Classes of Buildings.
- Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.
- Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.
- Where the building (excludes a detached Class 10) is located in a termite prone area the building is to be provided with a termite management system.
- Concrete stumps:
 - up to 1400mm long to be 100mm x 100mm (1 No. H.D. Wire)
 - 1401mm to 1800mm long to be 100mm x 100mm (2 No. H.D. Wires)
 - 1801mm to 3000mm long to be 125mm x 125mm (2 No. H.D. Wires)
- 100mm x 100mm stumps exceeding 1200mm above ground level to be braced where no perimeter base brickwork provided.
- Buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2015 'Masonry in small buildings' Part 1: Design.
- All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.
- These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/details and with any other written instructions issued in the course of the contract.
- Site plan measurements in metres - all other measurements in millimetres unless noted otherwise.
- Figured dimensions take precedence over scaled dimensions.
- The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.
- The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.

- Installation of all services shall comply with the respective supply authority requirements.
 - The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.
 - These plans have been prepared for the exclusive use by the Client of [2 SCALE DESIGN] ('The Designer') for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.
 - A building Permit is required prior to the commencement of these works. The release of these documents is conditional to the Owner obtaining the required Building Permit.
 - The Client and/or the Client's Builder shall not modify or amend the plans without the knowledge and consent of [2 SCALE DESIGN] except where a Registered Building Surveyor makes minor necessary changes to facilitate the Building Permit application and that such changes are promptly reported back to [2 SCALE DESIGN].
 - The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. All variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing any variation.
- STORMWATER**
- [100] mm DIA. Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings at 9000mm C/C and at each change of direction.
 - The cover to underground stormwater drains shall be not less than
 - 100mm - under soil
 - 50mm - under paved or concrete areas
 - 100mm - under unreinforced concrete or paved driveways
 - 75mm - under reinforced concrete driveways

SITE ENVIRONMENT DESIGN INFORMATION
Site Bushfire Attack Assessment (simplified method)
 - Reference document 'AS3959-2018 construction of buildings in bush fire prone areas'
 - Relevant Fire Danger Index (FDI) - [insert FDI]
 - Predominate vegetation:-
 - Classification - [insert vegetation classification]
 - Type - [insert Vegetation type]
 - Distance of the site from classified vegetation - [insert distance of the site from the classified vegetation]
 - Effective slope of land - [insert effective slope of land under the classified vegetation]
 - Determination of Bushfire Attack Level (BAL) - [insert BAL]

Site Classification
 - Site classification as Class: [P]
 - Refer to soil report No: [15185]
 - By: [ABH Soil Testing & Surveying]

Design Gust Wind Speed / Wind Classification
 - Building tie-downs to be provided in accordance with AS1684-2010 for an assumed design gust wind speed / wind classification of [insert wind speed or wind classification] (subject to confirmation on site by Relevant Building Surveyor at first inspection) refer to AS1684 for construction requirements.

Climate Zone
 - Climate zone for thermal design / thermal performance assessment: Zone [6].

Corrosion protection of built-in structural members
 - Provide corrosion protection of built-in structural steel members such as steel lintels, shelf angles, connectors, accessories (other than wall ties) in accordance with Table 4.1 of AS4773.1-2015 Masonry in Small Buildings, Part 1: Design suitable for an Environment Classification of [insert environment classification]

Corrosion protection for sheet roofing
 - Provide corrosion protection for sheet roofing in accordance with BCA Table 3.5.1.1a suitable for an Environment Classification of [insert environment classification].

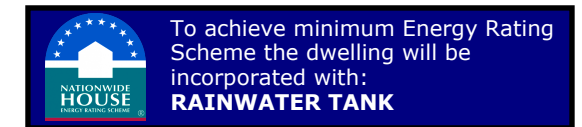
Design events for safety - earthquake actions
 - For determination of domestic structures of a height less than or equal to 8.50m
 - Building type importance level - [insert importance level from BCA Table 3.11.3a]
 - Annual probability of exceedance - [insert probability from BCA Table 3.11.3b]
 - Probability factor (kp) - [insert probability factor from AS1170.4 Table 3.1]
 - Hazard factor (Z) for project location - (insert hazard factor for project location from AS1170.4 Table 3.2)
 - Hazard at the (kpZ) - [insert kpZ value from AS1170.4 Table A1]
 - Design required - [insert design required from AS1170.4 Table A1]

AUTHORITIES / CONSULTANTS		
Municipality:	Melton City Council:	PH: 9747 7200
Sewerage Authority:	Western Water:	PH: 1300 650 422
Building Designer / Architect:	2Scale Design P/L:	PH: 9350 7290
Relevant Building Surveyor:	Opes Building Solutions:	PH: 9304 4412
Consulting Structural Engineer:	N2K Consultancy:	PH: 0431 136 871
Geotechnical Engineer:	ABH Soil Testing & Surveying:	PH: 9336 3545
Thermal Performance Assessor:	Sinch Consulting:	PH: 0405 161 254

AREAS: Lot 610		
SITE AREA:	418.0m ²	
TOTAL LIVING:	190.9m ²	20.5qs
PORCH:	8.8m ²	
GARAGE:	36.5m ²	
ALFRESCO:	-	
GRAND TOTAL:	236.2m ²	25.4Sqs
TOTAL BUILDING COVERAGE:	236.2m ²	56.5%
IMPERMEABLE SURFACES:	260.6m ²	62.3%
PERMEABILITY:		37.7%

PROPOSED SINGLE STOREY DWELLING

- 01 - COVER PAGE
- 02 - SITE & ROOF PLAN
- 03 - FLOOR PLAN
- 04 - ELEVATIONS
- 05 - SECTION A,B & DETAILS
- 06 - SETOUT SLAB PLAN
- 07 - ELECTRICAL, WINDOW & DOOR SCHEDULE



PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 51(2)	
Address:	3 Shadow Street, DEANSIDE
PS/LP:	837655F Lot: 610
Volume:	Folio:
Regulation 51 (2), Building Regulations 2018 Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-	
PROPERTY INFORMATION	YES/NO
Liabile to flooding pursuant to regulation 5(2)	NO
Likely to be subject to attack by termites under regulation 150	NO
Liabile to significant snowfalls under regulation 152	NO
Of designated land pursuant to regulation 154	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 155	NO
Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the Building Act 1993 and under Part 3B of the Planning and Environment Act 1987, payable upon application for a Building Permit for a dwelling.	NO
*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200	

Address: 3 Shadow St, Deanside, Vic, 3335

Dwelling
 The Proposed Dwelling has achieved a 6.0 Star rating
 (Total Energy: 137.0 MJ/m²).

Please refer to Green Star Ratings Energy Report for all specifications.

Insulation Requirements and Additional Notes including Garage specifications.

CEILING
 Install R 6.0 bulk insulation value between ceiling joists plus an anti-glare vapour permeable barrier to the underside of roof tiles.

FLOORS:
Ground Floor: 300mm waffle pod, 85mm concrete (R 0.00)

WALLS
External Walls: Install R 2.5 bulk insulation between studs plus a vapour permeable barrier
Rendered Lightweight cladding: Install R 2.5 bulk insulation between studs plus a vapour permeable barrier
Internal Walls: Garage and Laundry: Install R 2.0 bulk insulation between studs to all internal perimeter walls to this space.

Part 3.12.2 Refer to Energy Rating for window type Codes and reference to window locations.

Note: Note on allowable window values: Only a 5% tolerance to the nominated SHGC window values shown on page 2 of NatHERS certificate can be used with this rating

DEANSIDE

Opes BUILDING SOLUTIONS

THIS DOCUMENT IS THE SUBJECT OF -
 BUILDING PERMIT NUMBER: BMS 166127/5523416654084
 ISSUED DATE: 16/07/2021

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

2SCALEdesign

Copyright 2020:
 These drawings are not to be copied in part or in whole without the written consent of the author.

266 Sussex Street
 Pascoe Vale Vic 3044
 Ph: 9350 7290
 M: 0419 007 622
 Email: fabio@2scaledesign.com.au
 REGISTRATION N° DP - AD 2032

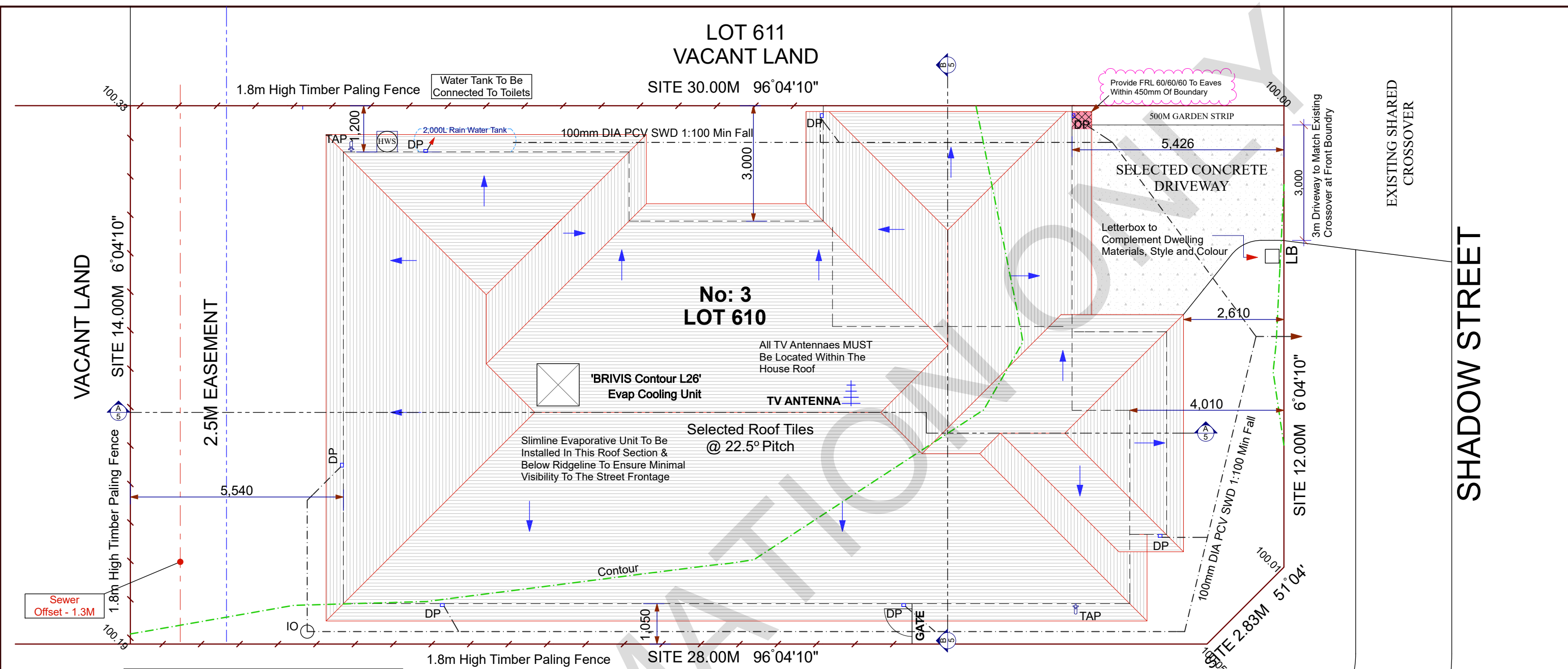
Design Matters

National
 Registered
 Building Practitioner

N°:	REVISION / ISSUE	DATE:
1	Developers	28-4-21
	RFI Developers	14-5-21
	Preliminary	24-5-21
	Building Issue	23-6-21
	Construction Issue	13-7-21

PROJECT NAME AND ADDRESS:	
PROPOSED:	DWELLING
AT:	Lot 610 3 SHADOW STREET DEANSIDE VILLAGE

FOR:	
Mr S Basem	
DATE:	Feb 2021
SCALE:	1 : 100
DRAWN BY:	F.Sella
SHEET:	1 OF 7
SHEET SIZE:	A3
Drawing No:	2021-38



NATIONWIDE HOUSE
 To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
RAINWATER TANK

Deanside Village Design Guidelines Requirements

The driveway must be constructed of brick, slate, natural stone, asphalt, or stamped, patterned or coloured concrete or exposed aggregate concrete.

NOTE:
 THE BUILDER MUST COMPLETE ALL FIBRE CABLE ENTRY WORK IN ACCORDANCE WITH OPTICOMM GUIDELINES

NOTE:
 Side wing fencing to be constructed of the same material and specifications as the side and rear fencing

EXTENT OF HARD PAVING
 REFER TO DEANSIDE VILLAGE DESIGN GUIDELINES FOR HARD PAVING REQUIREMENTS

LANDSCAPING:
 REFER TO DEANSIDE VILLAGE DESIGN GUIDELINES FOR LANDSCAPE REQUIREMENTS

FENCES:
 PROVIDE 1800MM HIGH TREATED LAPPED TIMBER PAILING FENCE WITH EXPRESSED PINE POSTS, AND CAPPING.

PROPOSED SITE PLAN

SITE NOTES

SOIL REPORT REFER TO: ABH Soil Testing & Surveying
 SOIL REPORT REF No: 15185
 FOR LOCATION OF CONTOUR INTERVALS, BOUNDARIES, FENCES, SURFACE PITS, VALVE COVERS ECT. Refer to Plan Of Survey.
 PLAN OF SURVEY: ABH Soil Testing & Surveying
 LEVELS ARE TO: Arbitrary Datum
 NO DIRECT KNOWLEDGE IS CLAIMED OF THE LOCATION OF UNDERGROUND SERVICES.
 PRIOR TO ANY EXCAVATION OR CONSTRUCTION, THE RELEVANT AUTHORITY SHOULD BE CONTACTED TO LOCATE POSSIBLE UNDERGROUND SERVICES.
 GROUND MUST BE GRADED AWAY FROM EXTERNAL WALLS AND SURFACE WATER PROPERLY DRAINED BY MEANS OF SURFACE/CUT-OFF DRAINS CONNECTED INTO SWD VIA SILT PITS
 BLOCK BEARINGS MUST BE CONFIRMED PRIOR TO CONSTRUCTION.
 ENSURE THAT ALL PRECAUTIONS ARE TAKEN TO PROTECT ADJOINING PROPERTY / PUBLIC DURING EXCAVATION / CONSTRUCTION / DEMOLITION
 OWNERS OF ADJOINING PROPERTY MUST BE CONSULTED PRIOR TO REMOVING / ALTERING SHARED FENCING
 NO PART OF THE PROPOSED STRUCTURE OR FOOTING IS TO ENDOURCH THE TITLE BOUNDARIES
 F.F.L. TO BE CONFIRMED ON SITE BY BUILDING SUPERVISOR AFTER COMPLETION OF SITE PREP WORK
 BUILDING PERMIT NUMBER: CBS-D-66127/5523416654084
 ISSUES DATE: 16/07/2021

DRAINAGE NOTES:

CONNECT STORMWATER TO LEGAL POINT OF DISCHARGE AS DIRECTED BY LOCAL COUNCIL & AS PER APPROVED DRAINAGE PLAN.
 SITE TO BE DRAINED TO THE SATISFACTION OF THE BUILDING SURVEYOR AND COMPLY WITH (NCC 3.12 'Drainage' and AS3500 'National Plumbing And Drainage Code.)
 CONNECT 100mm PVC STORMWATER DRAIN AT 1:100 MIN. FALL, WITH INSPECTION OPENINGS AT 9M MAX. CTRS. AND AT CHANGE OF DIRECTION UNLESS NOTED OTHERWISE.
 DOWNPIPE LAYOUT MAY VARY ON SITE SHOULD THE RELEVANT BUILDING SURVEYOR/COUNCIL REQUIRE IT.
 DP: 100x75mm DOWN PIPE EDP: EXISTING DOWNPIPE
 DPS: 100x75mm DOWN PIPE WITH SPREADER
 RWH: RAIN WATER HEAD
 RWS: RAIN WATER HEAD WITH SPREADER
 SP: SUMP
 INSPECTION OPENING
 CUT OFF SPOON DRAIN @ Min FALL
 GRADE SURFACE AWAY FROM HOUSE

GRATED INLET PIT/SILT TRAP CONNECTED TO STORMWATER SYSTEM DIRECTED TO LEGAL POINT OF DISCHARGE.
 PROVIDE AGRICULTURAL DRAIN OR SIMILAR AT BASE OF CUT GRADED TO SILT TRAP AT 1:100 MIN. FALLS SHALL BE PROTECTED BY GRAVEL FILTERS.
 DOWNPIPES TO BE PROVIDED AT MAX. 12M CENTRES
 TEMPORARY DOWNPIPES TO BE INSTALLED AS SOON AS ROOF COVER IS COMPLETED AND CONNECTED TO STORMWATER SYSTEM.
 PROVIDE A.G. DRAINS WHERE REQUIRED & CONNECT TO S/WATER DRAIN VIA SILT PIT.
 CONNECT SEWERAGE AS PER RELEVANT AUTHORITY APPROVAL AND TO APPROVED DISCHARGE POINT. FINAL SEWER PIPE LAYOUT MAY BE ALTERED IF REQUIRED BY RELEVANT SEWER AUTHORITY.
 PROVIDE 100mm DIA. UPVC SEWER PIPE.
 LOCATION OF SECOND EXTERNAL TAP TO BE DETERMINED BY POSITION OF OVERFLOW RELIEF GULLY.
 CUT / FIL PROPOSALS & FINISHED FLOOR LEVELS ON THIS SITE PLAN TO BE CHECKED & CONFIRMED PRIOR TO CONSTRUCTION BY THE BUILDER / OR SUB-CONTRACTORS.

NOTE:
 ALL TAPS LOCATED AT FRONT DWELLING TO BE FIXED TO WALL OR FRONT FENCE. FIXTURES SUCH AS SATELLITE DISHES, TV ARIALS, EXTERNAL HOT WATER SERVICES, WATER TANKS, AIR CONDITIONING & HEATING UNITS, SPA PUMPS, OUTDOOR BUILDINGS EXT. MUST BE LOCATED TO MINIMISE THEIR VISUAL IMPACT FROM THE STREET

DOWNPIPE LAYOUT MAY VARY ON SITE SHOULD THE RELEVANT BUILDING SURVEYOR / COUNCIL REQUIRE IT

-NOTE-
 TEMPORARY DOWNPIPES TO BE USED DURING CONSTRUCTION

WATER TANK
 2000 LITER RAINWATER TANK TO BE CONNECTED TO ALL WC FLUSHING SYSTEMS

STORMWATER
 CONNECT STORMWATER TO LEGAL POINT OF DISCHARGE AS PER DIRECTED BY LOCAL COUNCIL

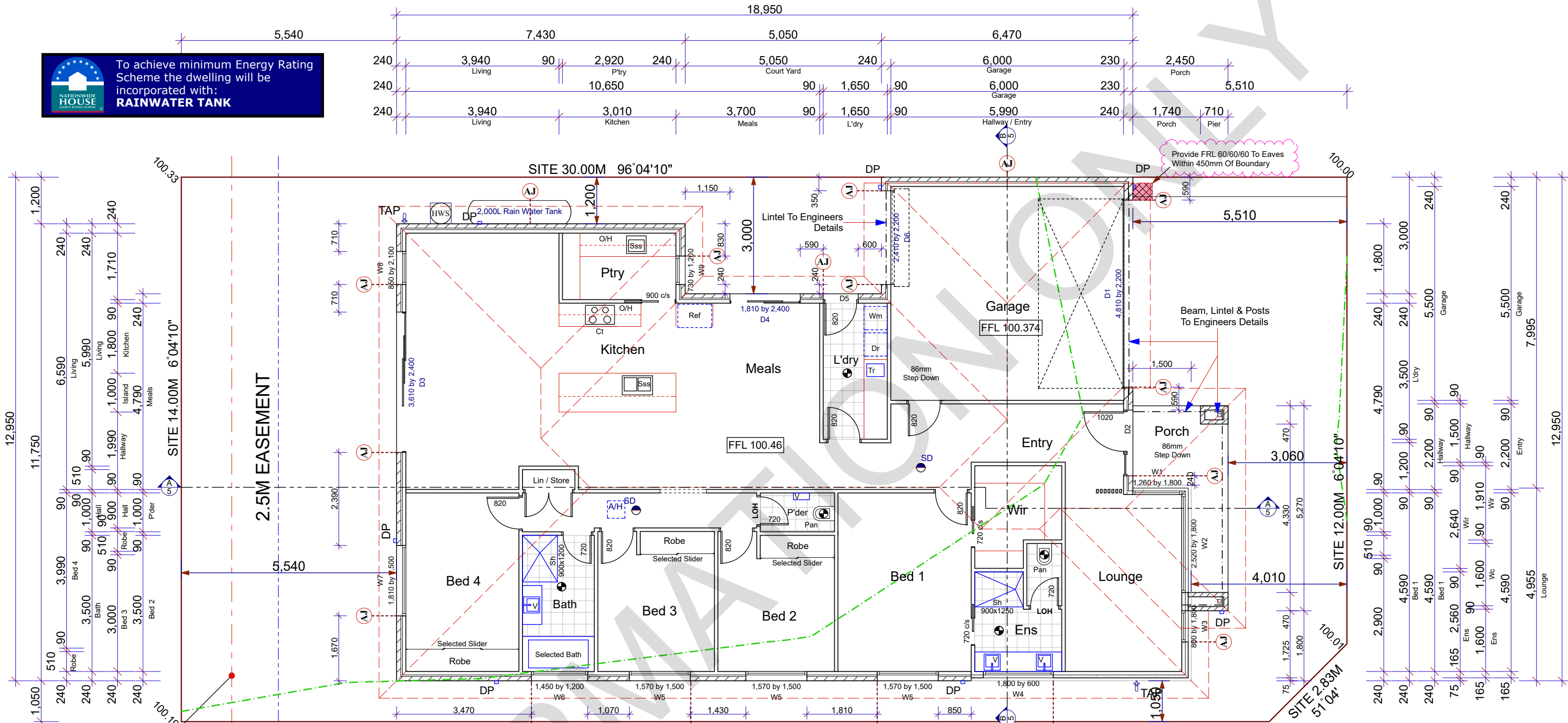
KAVERI LANE

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Construction Issue	13-7-21
Building Issue	23-6-21
Preliminary	24-5-21
RFI Developers	14-5-21
Developers	28-4-21
N°:	REVISION / ISSUE DATE:

PROJECT NAME AND ADDRESS:	
PROPOSED:	FOR:
DWELLING	Mr S Basem
AT:	DATE: Feb 2021
Lot 610	SHEET: 2 OF 7
3 SHADOW STREET	SCALE: 1 : 100
DEANSIDE VILLAGE	SHEET SIZE: A3
	DRAWN BY: F.Sella
	Drawing No: 2021-38

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with: **RAINWATER TANK**



Sewer Offset - 1.3M

THESE PLANS ARE TO BE READ IN CONJUNCTION WITH ENDORSED DEVELOPERS DRAWINGS AND CONDITIONS

-NOTE-
ALL DIMENSIONS TO BE CHECKED BY BUILDER & SUB-CONTRACTORS PRIOR TO COMMENCEMENT OF WORKS. DISCREPANCIES TO BE REPORTED IMMEDIATELY.

VERTICAL ARTICULATION JOINTS LOCATIONS TO BE PROVIDED FULL HEIGHT FOR MASONRY WALLS AT 5.0m Max. WHERE ARTICULATION JOINTS ARE ADJACENT TO A DOOR OR WINDOW A GAP OF 10mm MUST BE LEFT BETWEEN THE EDGE OF THE FRAME AND THE BRICKWORK AND IN ACCORDANCE WITH BCA 3.3.1.8

SMOKE DETECTORS
INSTALLED AS PER BCA Part 3.7.5 (BCA 2019) AND TO COMPLY WITH AS 3786
SMOKE ALARMS MUST BE CONNECTED (HARD WIRED & INTERCONNECTED) TO THE BUILDINGS CONSUMER MAINS POWER SOURCE AS WELL AS HAVING A BATTERY BACK-UP

VENTILATION
Exhaust fans, mechanical ventilation from Ensuites, Powder rooms, Laundries and Rang hoods, to be ducted directly to the outside atmosphere
Kitchen & Laundries Shall Have a Minimum Flow Rate Of 40L/s & Bathrooms & Wc's Shall Have A Minimum Flow Rate Of 25L/s

WET AREAS
All Wet Areas To Comply With Part 3.8.1 Of NCC & AS3479, Wall Finishes Shall Be Impervious To A Height Of 1800mm Above Finished Level To Shower Enclosures & 150mm Above Finished Level To Bathing Enclosures. DATE: 16/07/2021

OPEN SHOWERS:
Where An Open Shower Is Provided Ensure Flooring Is Graded At 1:60 - 1:80 To The Floor Waste, For A Minimum Distance Of 1500mm From The Rose.

SANITARY COMPARTMENTS
CLAUSE 3.8.3.3 OF THE BCA REQUIRES THE DOOR OF SANITARY COMPARTMENTS MUST:
(a) OPEN OUTWARDS, OR
(b) SLIDE, OR
(c) BE READILY REMOVABLE FROM THE OUTSIDE UNLESS THERE IS A CLEAR SPACE OF AT LEAST 1.2m BETWEEN THE PAN AND NEAREST PART OF THE DOORWAY (LOH) LIFT OFF HINGES

BUILDING LIGHTING ALLOWANCES
IS THE SUBJECT CLASS 1 BUILDING: 0.00 W/m²
CLASS 2 BUILDING (Associated with Class 1 Building): 4.00 W/m²
CLASS 10a BUILDING (Associated with Class 1 Building): 3.00 W/m²

NOTE:
WATER PROOFING MEMBRANES TO EXTERNAL AREAS MUST BE WATERPROOFED WITH A MEMBRANE SYSTEM FOR EXTERNAL ABOVE GROUND USE PURSUANT TO AS4654.1 & 2 - 2012

GLAZING TO WET AREAS
GLAZING, INCLUDING MIRRORS, WITHIN 2000mm ABOVE THE FLOOR LEVEL IN BATHROOMS, POWDER ROOMS AND ENSUITES SHALL BE GRADE A SAFETY GLASS

GLAZING
Glazing including safety glazing shall be installed to a size, type and thickness so as to comply with:
-BCA Part 3.6 for Class 1 and 10 buildings within a design wind speed of not more than N3, AND
-NCC 2019 BCA Vol 1 Part B1.4 for Class 2 to 9 buildings - AS1288-2006 & AS2047-2014

240	2,910	90	1,350	90	10,110	90	2,240	90	1,500	240	1,500	950
240	2,910	90			6,030	90	2,240	90	3,000		165	
240	2,910	90	1,850	90	1,000	90	1,250	90	900	90		
240	2,910	90	1,850	90	3,000	90	2,240	90				
					14,790				5,585		1,025	
					21,400							

ALL GLAZING TO BE IN ACCORDANCE WITH AS1288 & AS2047.
WHERE FULL HEIGHT GLAZING IS CAPABLE OF BEING MISTAKEN FOR AN OPENING, GLAZING MANIFESTATIONS/DECALS ARE REQUIRED TO BE PROVIDED. THESE MUST MEASURE MINIMUM 20mm IN HEIGHT & BE LOCATED BETWEEN 700-1200mm ABOVE FINISHED FLOOR LEVEL. A BROKEN LINE/PATTERN IS PERMISSIBLE

WINDOW & DOORS.
WINDOWS & DOOR SIZES NOMINATED ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER. OPENINGS TO BE FLASHED ALL AROUND

EXTERNAL FOAMBOARD OR POLYSTYRENE CLADDING
TO BE 'BRAC' ACCREDITED WALLING SYSTEM (PROVIDE 'RMAX Orange Board' OR SIMILAR) TO MANUFACTURERS DETAILS AND SPECIFICATIONS

FLOOR PLAN
DO NOT SCALE - DIMENSIONS TAKE PRECEDENCE OVER SCALE
FOUNDATION CLASSIFICATION "CLASS P" A.S. 2870-2011

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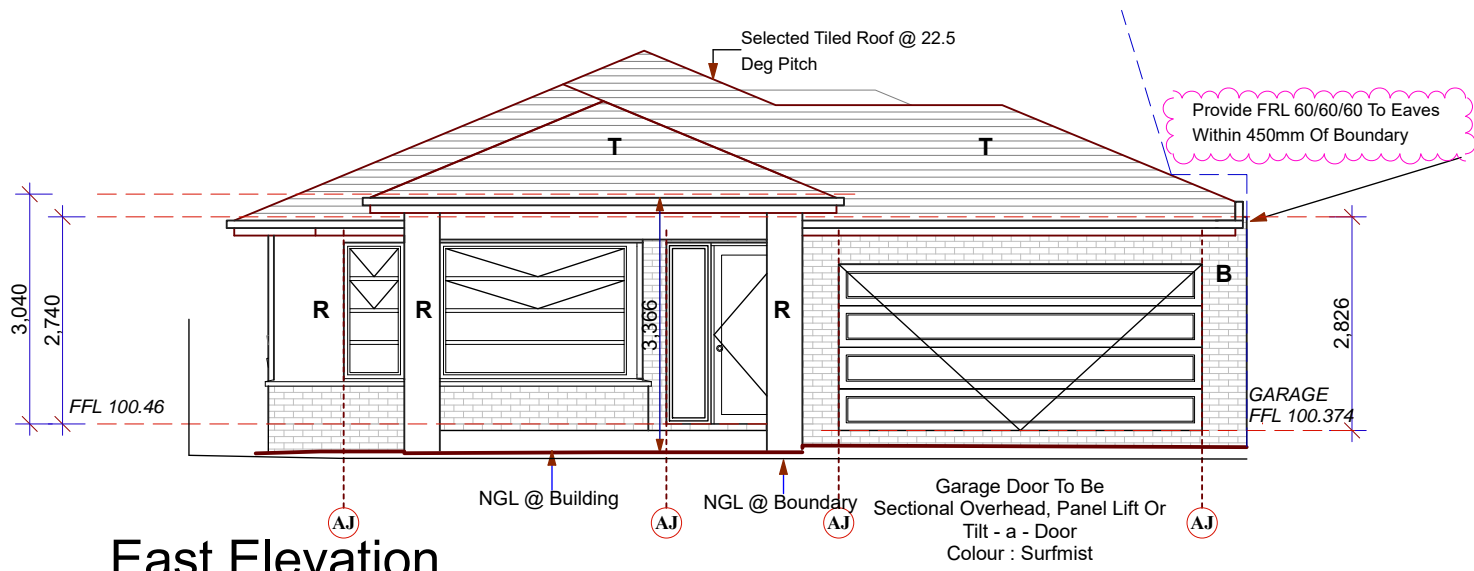
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Construction Issue	13-7-21
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Developers	28-4-21
REVISION / ISSUE	DATE:

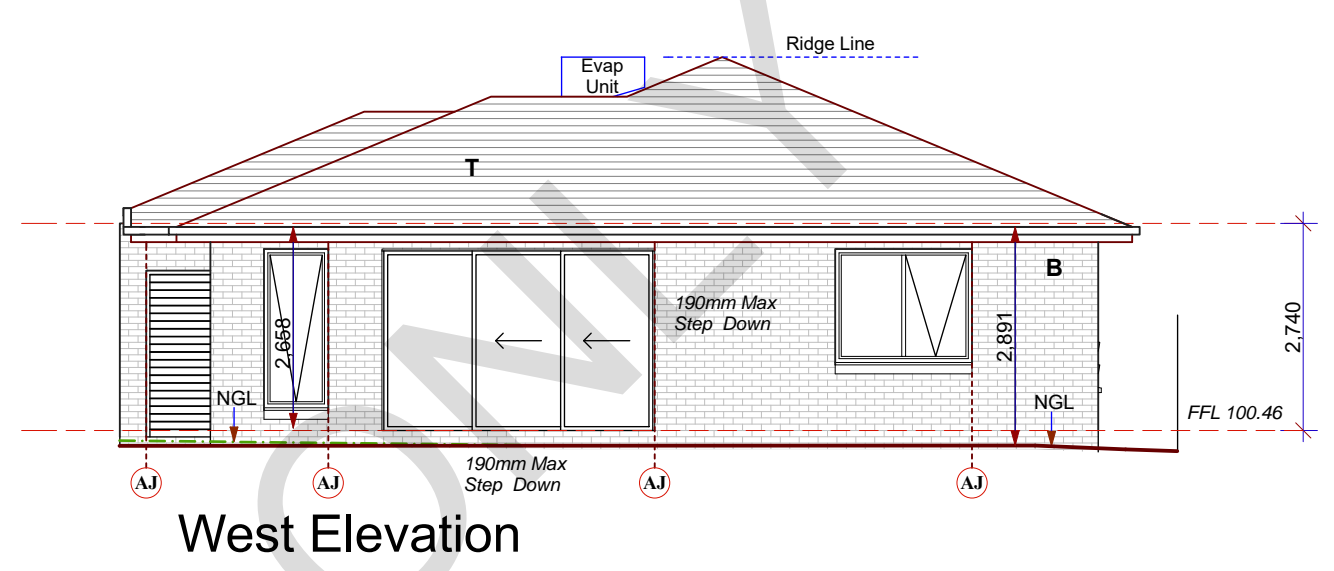
PROJECT NAME AND ADDRESS:
PROPOSED:
DWELLING
AT:
Lot 610
3 SHADOW STREET
DEANSIDE VILLAGE

FOR:	Mr S Basem
DATE:	Feb 2021
SCALE:	1 : 100
DRAWN BY:	F.Sella
SHEET:	3 OF 7
SHEET SIZE:	A3
Drawing No:	2021-38

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East Elevation



West Elevation

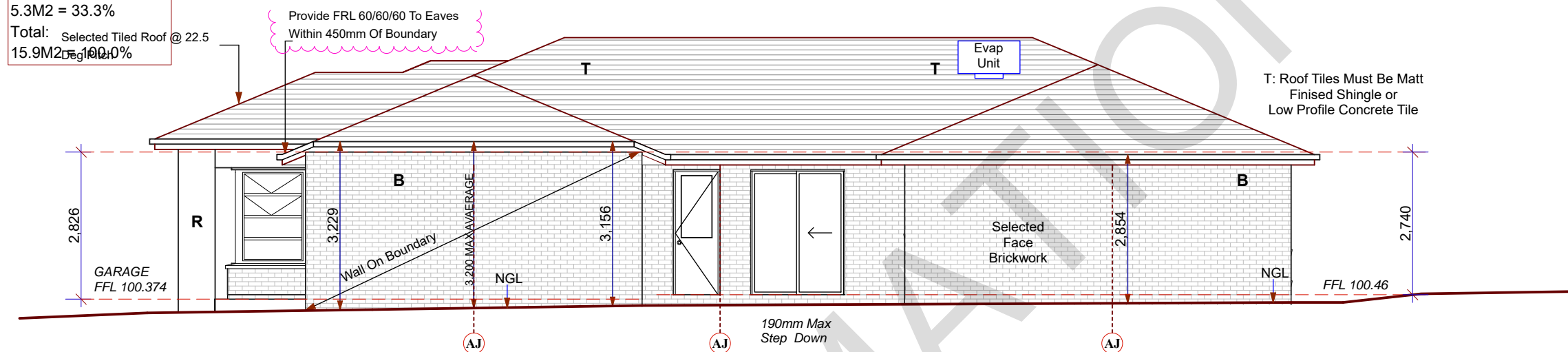
FACADE MATERIALS
TOTAL: 15.9M2

B
 10.6M2 = 66.7%

R
 5.3M2 = 33.3%

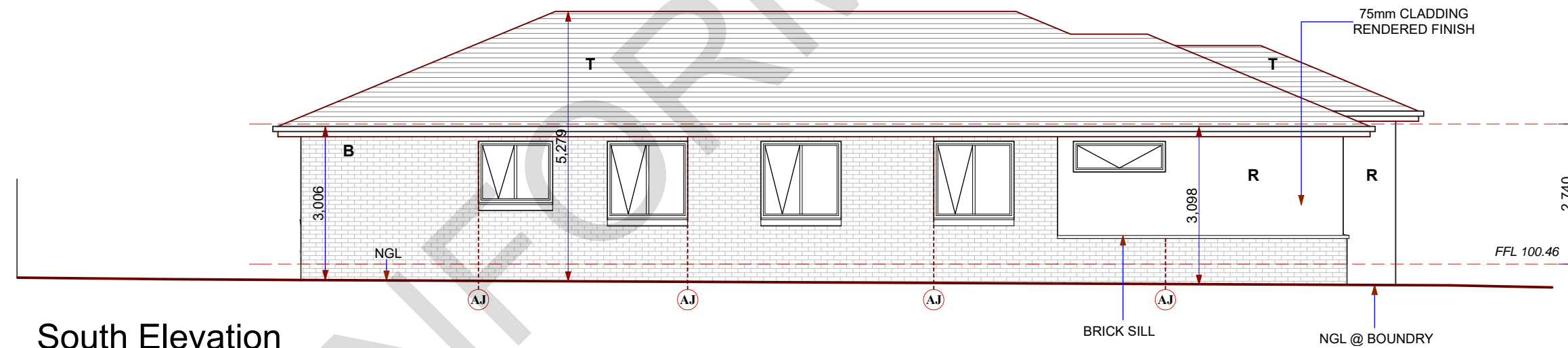
Total: Selected Tiled Roof @ 22.5 Deg Pitch 100.0%

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
RAINWATER TANK



North Elevation

WALL LENGTH: 6.47m
 WALL AREA: 19.4m²
 AVERAGE WALL HEIGHT: 2.99m



South Elevation

COLOUR MATERIAL SCHEDULE

- B: Brickwork**
 Manufacture: PGH
 Range: Character
 Colour: Kurrajong
- R: Render Finish**
 Manufacture: Dulux
 Colour: Surfmist
- T: Tile Roof**
 Manufacture: Boral
 Colour: Charcoal
- Fascia, Gutters & Downpipes
 Manufacture: Colorbond
 Colour: Monument
- Garage Door, Meter Box
 Manufacture: Dulux
 Colour: Surfmist
- Windows & Doors:
 Colour: Monument
- Evaporative Unit
 Colour: Monument
- Letterbox :**
 Material: Brick Pier
 Rendered Finish
 Colour: Surfmist

ALL GLAZING TO BE IN ACCORDANCE WITH AS1288 & AS2047.

WHERE FULL HEIGHT GLAZING IS CAPABLE OF BEING MISTAKEN FOR AN OPENING, GLAZING MANIFESTATIONS/DECALS ARE REQUIRED TO BE PROVIDED. THESE SHOULD BE A MINIMUM 20mm IN HEIGHT & BE LOCATED BETWEEN 700-1200mm ABOVE FINISHED FLOOR LEVEL. A BROKEN LINE/PATTERN IS PERMISSIBLE

VERTICAL ARTICULATION JOINTS LOCATIONS TO BE PROVIDED FULL HEIGHT FOR MASONRY WALLS AT 5.0m Max. WHERE ARTICULATION JOINTS ARE ADJACENT TO A DOOR OR WINDOW A GAP OF 10mm MUST BE PROVIDED BETWEEN THE EDGE OF THE FRAME AND THE BRICKWORK AND IN ACCORDANCE WITH AS 1288

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

WINDOW & DOORS.
 WINDOWS & DOOR SIZES NOMINATED ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER. OPENINGS TO BE FLASHED ALL AROUND

EXTERNAL FOAMBOARD OR POLYSTYRENE CLADDING
 TO BE 'BRAC' ACCREDITED WALLING SYSTEM (PROVIDE 'RMAX Orange Board' OR SIMILAR) TO MANUFACTURERS DETAILS AND SPECIFICATIONS

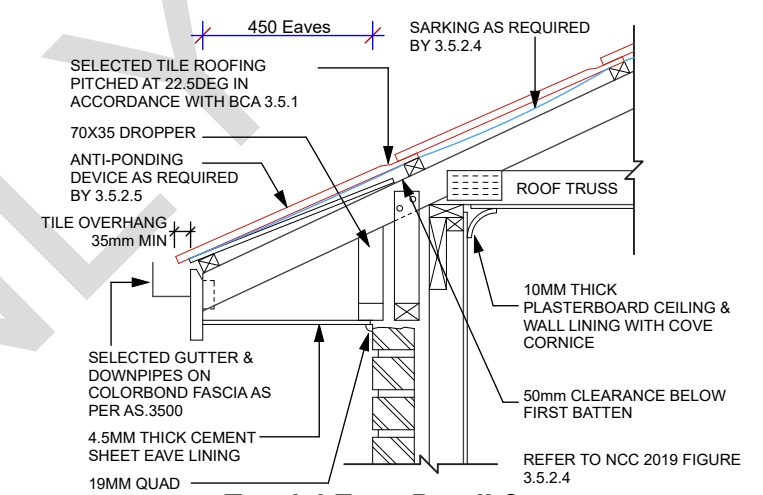
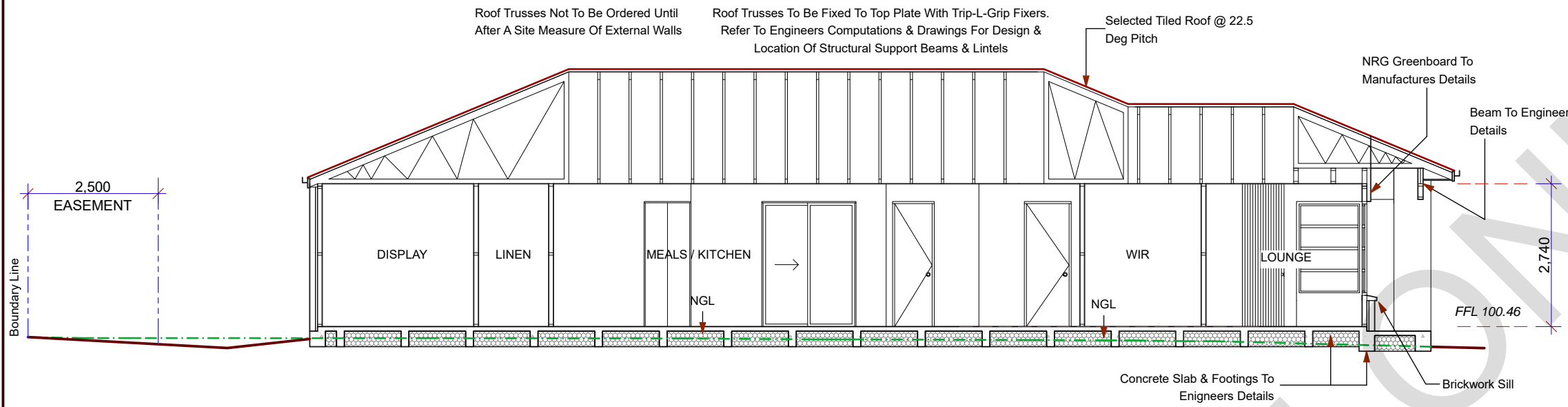
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Construction Issue	13-7-21
Building Issue	23-6-21
Preliminary	24-5-21
RFI Developers	14-5-21
Developers	28-4-21
REVISION / ISSUE	DATE:

PROJECT NAME AND ADDRESS:		FOR:	
PROPOSED: DWELLING		Mr S Basem	
AT: Lot 610 3 SHADOW STREET DEANSIDE VILLAGE		DATE: Feb 2021	SHEET: 4 OF 7
		SCALE: 1 : 100	SHEET SIZE: A3
		DRAWN BY: F.Sella	Drawing No: 2021-38



Typical Eave Detail & Anti-Ponding Device/Board

Section A
Scale 1:100

Waffle Slab Starting Point To Engineers Details

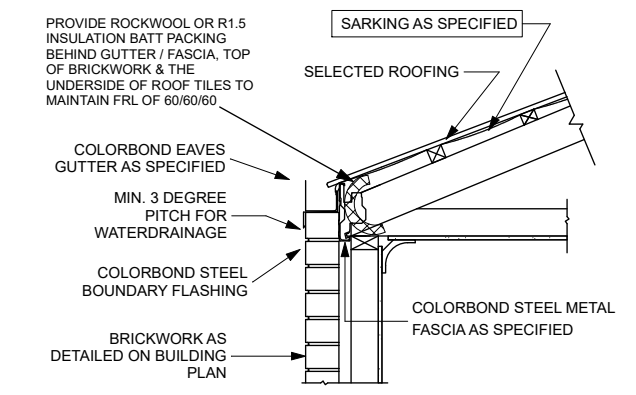
CONCRETE SLAB & FOOTINGS TO ENGINEERS DESIGN & DETAILS

PROVIDE WEEPHOLES EVERY 4TH PERPENDICULAR OR MAX 1200mm MAX IMMEDIATELY ABOVE DPC

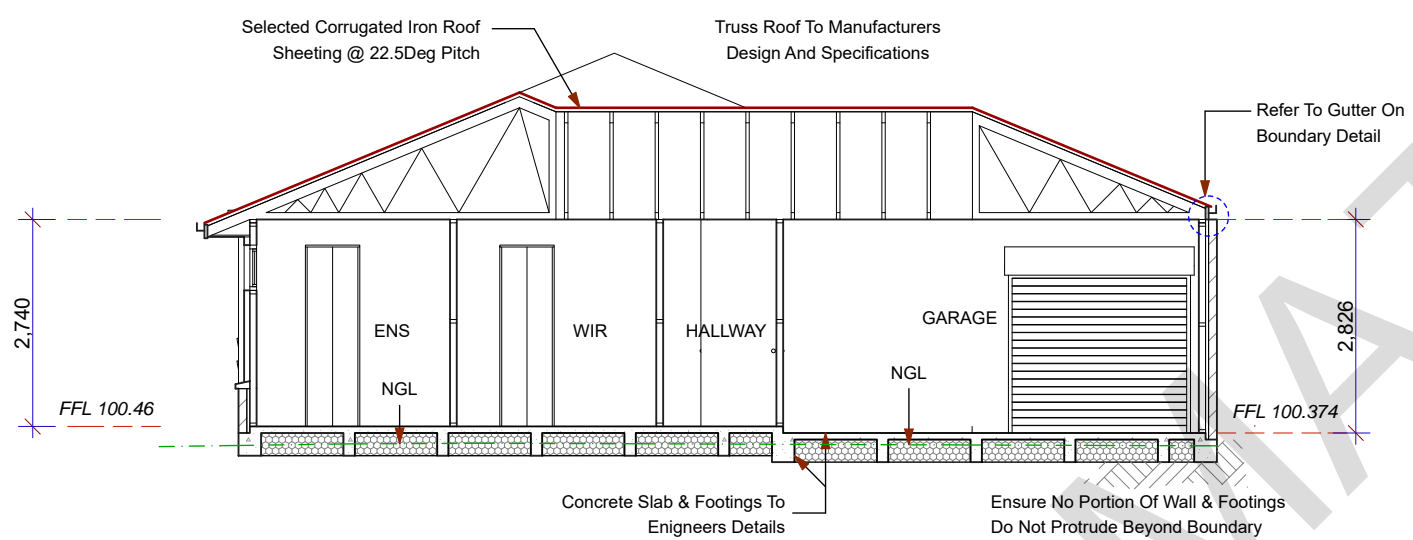
All Wet Areas To Comply With Part 3.8.1 Of NCC & AS3470; Wall Finishes Shall Be Impervious To A Height Of 1800mm Above Floor Level To Shower Enclosures & 150mm Above Baths, Basins, Sinks & Troughs If Within 75mm Of A Wall

ALL DIMENSIONS TO BE CHECKED BY BUILDER & OR SUB-CONTRACTORS PRIOR TO COMMENCEMENT OF WORKS. DISCREPENCIES TO BE REPORTED IMMEDIATELY.

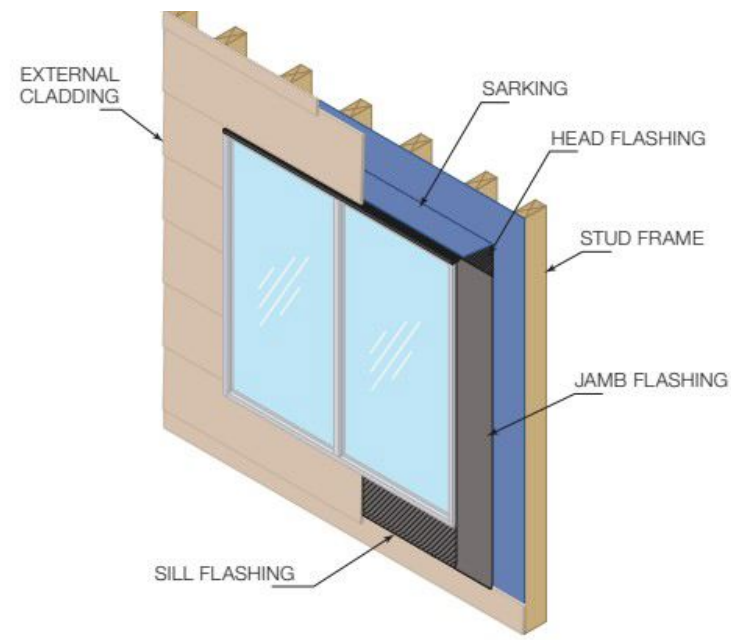
To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
RAINWATER TANK



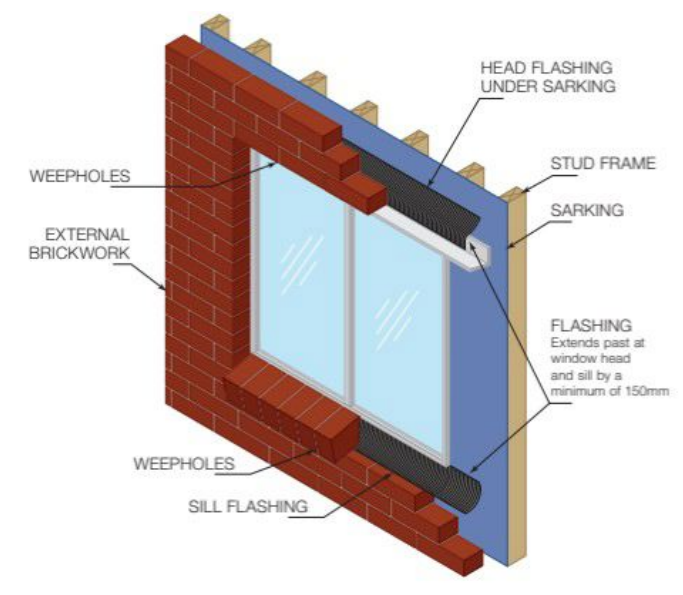
Typical Boundary Wall Detail



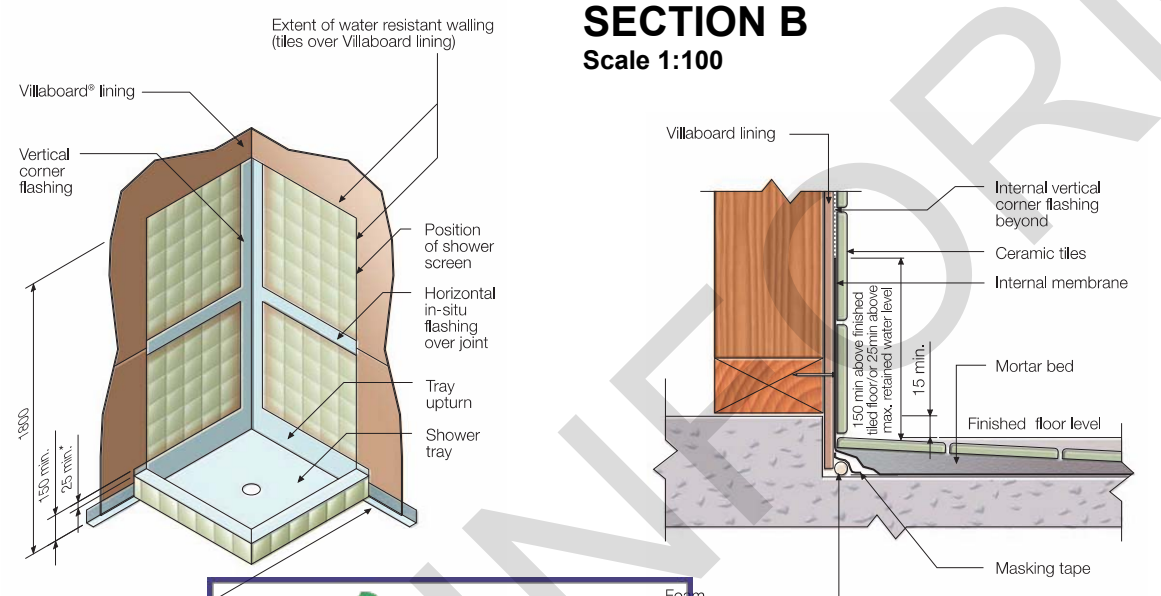
SECTION B
Scale 1:100



TIMBER & COMPOSITE WALL CLADDING FLASHING DETAIL



MASONRY VENEER FLASHING DETAIL



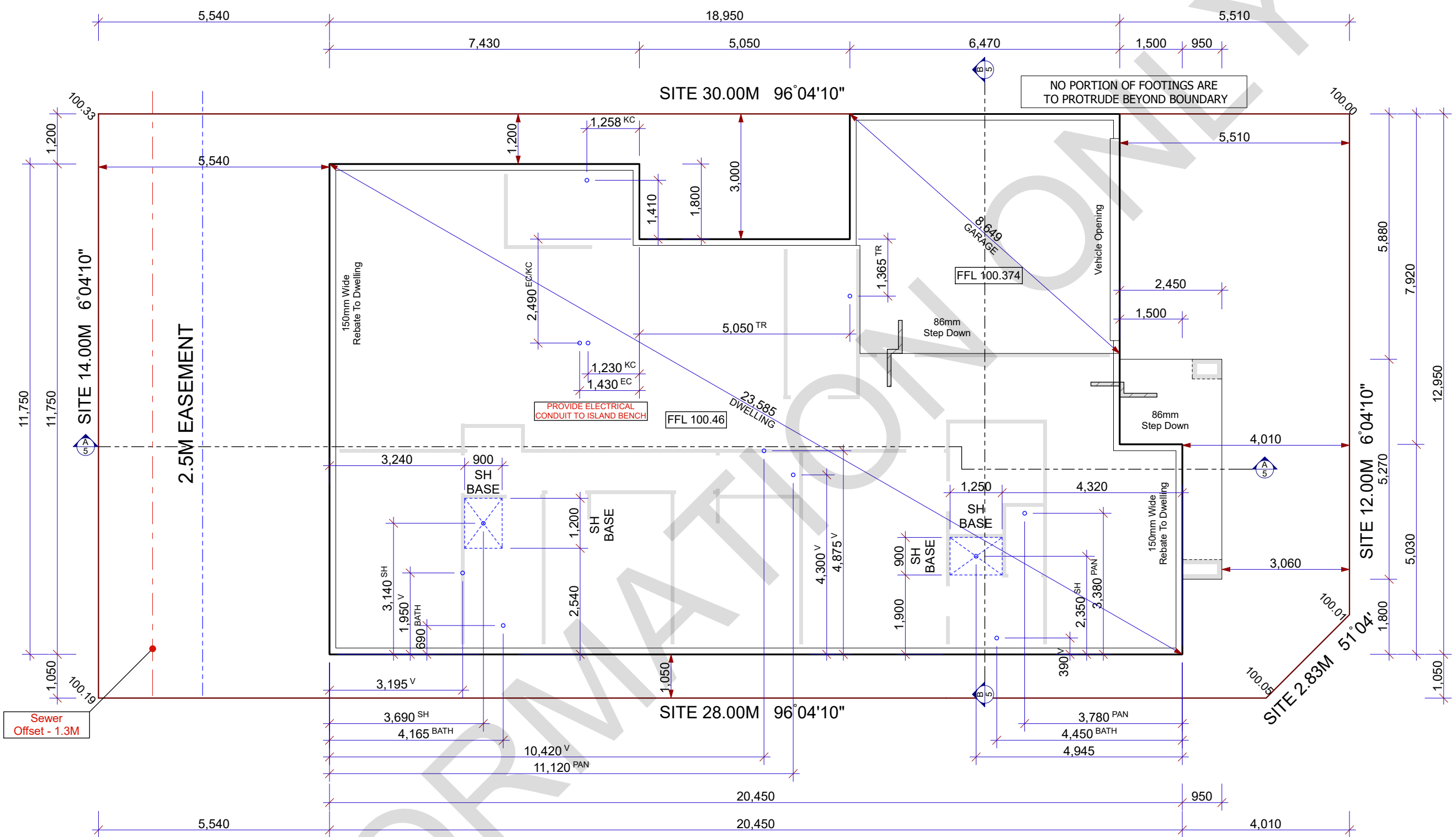
Typical In-Situ Membrane At Step Down

THIS DOCUMENT IS THE SUBJECT OF - BUILDING PERMIT NUMBER: CBS-1-166147/16613416654084

Typical Waterproofing Membrane Detail

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

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Copyright 2020: 266 Sussex Street Plascone Vale Vic 3044 Ph: 9350 7290 M: 0419 007 622 Email: fabio@2scaledesign.com.au REGISTRATION N° DP - AD 2302		National Registered Building Practitioner		Construction Issue 13-7-21 Building Issue 23-6-21 Preliminary 24-5-21 RFI Developers 14-5-21 Developers 28-4-21		PROPOSED: DWELLING AT: Lot 610 3 SHADOW STREET DEANSIDE VILLAGE		Mr S Basem	
These drawings are not to be copied in part or in whole without the written consent of the author.		REGISTERED		DATE: Feb 2021		SHEET: 5 OF 7			
				SCALE: 1 : 100		SHEET SIZE: A3			
				DRAWN BY: F.Sella		Drawing No: 2021-38			



NO PORTION OF FOOTINGS ARE TO PROTRUDE BEYOND BOUNDARY

PROVIDE ELECTRICAL CONDUIT TO ISLAND BENCH

Sewer Offset - 1.3M

Legend:

SH	SHOWER:
BATH	BATH:
PAN	TOILET:
V	BASIN:
TR	TROUGH:
KS	KITCHEN SINK:
SD	STRIP DRAIN:
P/S	PLUMBING STACK:
FW	FLOOR WASTE:
G	CAPPED GAS POINT:
CC	CAPPED COLD WATER:
DP	DOWNPIPE:
W & G	WATER & GAS POINT/WIERS

SETOUT SLAB PLAN

SCALE 1:100
 DO NOT SCALE - DIMENSIONS TAKE PRECEDENCE OVER SCALE
 FOUNDATION CLASSIFICATION " CLASS P " A.S. 2870-2011

NOTE:
 CHECK ALL DIMENSIONS MATCH FLOOR PLAN PRIOR TO SETOUT/POURING

SEWER:
 CONNECT SEWER TO LEGAL POINT OF DISCHARGE AS PER DIRECTED BY LOCAL COUNCIL

NOTE:
 DO NOT SCALE DRAWINGS
 ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE

NOTE:
 REFER TO STRUCTURAL ENGINEERS DETAILS FOR CONCRETE SLAB CONSTRUCTION.

NOTE:
 BATH OUTLETS TO BE CONFIRMED WITH MAKE & MODEL FOR DRAINAGE HOLE BEFORE SETOUT

NOTE:
 IF SHOWER STRIP DRAINS USED TO BE SET 50mm OFF EACH SIDE OF SHOWER & 150mm FROM REAR UNLESS SPECIFIED. CLIENT TO CONFIRM MAKE THE MODEL

THIS DOCUMENT IS THE SUBJECT OF -
 Opes BUILDING SOLUTIONS
 DRAWING NUMBER: CBS-U 66127/5523416654084
 ISSUED DATE: 16/07/2021

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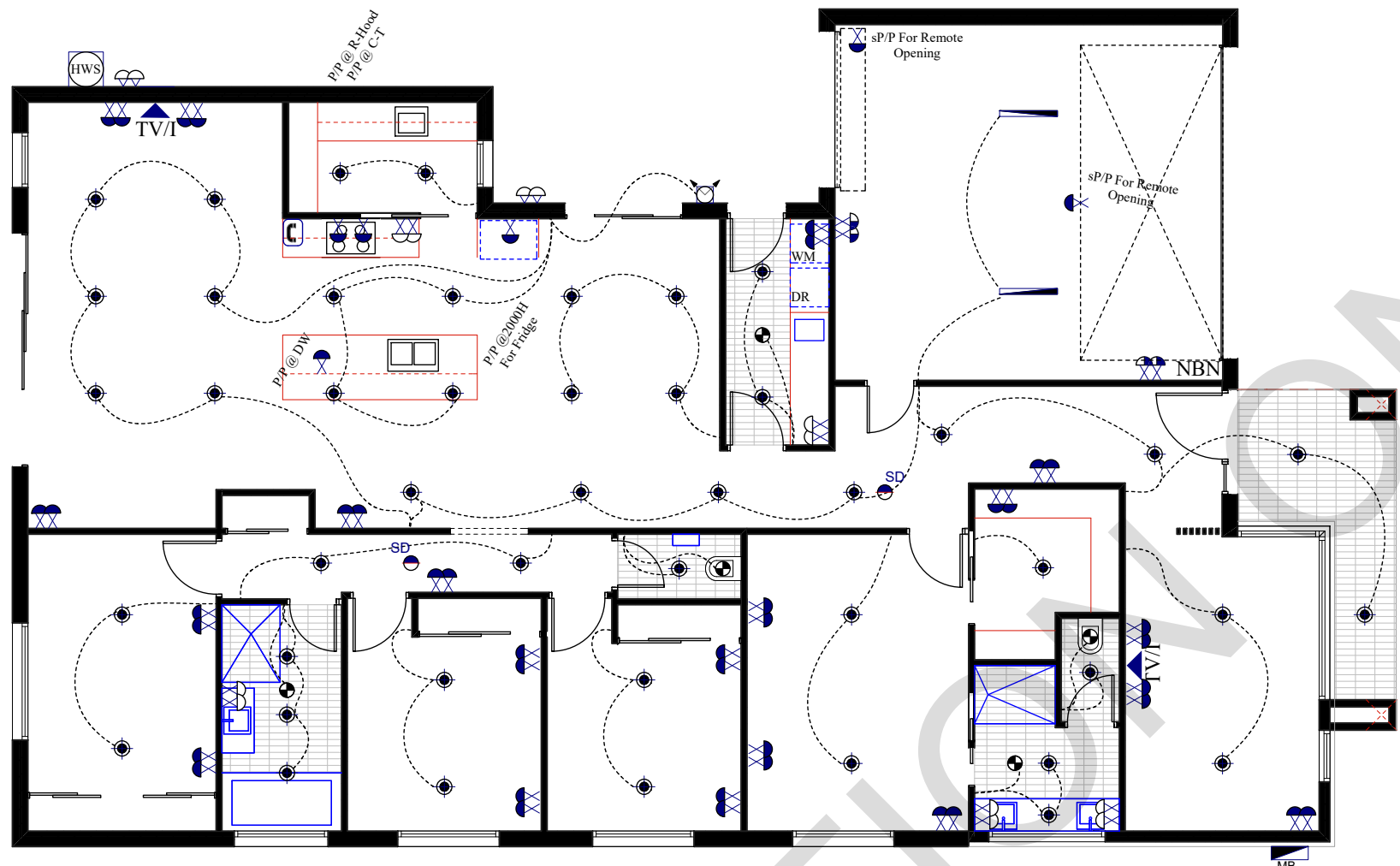
N°:	REVISION / ISSUE	DATE:
1	Developers	28-4-21
	RFI Developers	14-5-21
	Preliminary	24-5-21
	Building Issue	23-6-21
	Construction Issue	13-7-21

PROJECT NAME AND ADDRESS:
PROPOSED:
 DWELLING
AT:
 Lot 610
 3 SHADOW STREET
 DEANSIDE VILLAGE

FOR:
 Mr S Basem

DATE: Feb 2021	SHEET: 6 OF 7
SCALE: 1 : 100	SHEET SIZE: A3
DRAWN BY: F.Sella	Drawing No: 2021-38

ELECTRICAL LEGEND		Qty
	LED DOWNLIGHTS (5.5W)	46
	BATTEN HOLDER (incl 1 to ceiling space) (14W)	0
	FEATURE BATTEN HOLDER (14W)	0
	SELECTED CHANDELIER (24W)	0
	WALL MOUNTED (CENSOR)	1
	WALL MOUNTED	0
	RECESSED STAIRCASE LED LIGHTS (5.5W)	0
	HEATING REGISTER (REFER TO INSTALLER FOR LOCATIONS)	0
	UNDER OVERHEAD CABINET DOWNLIGHTS (5.5W)	0
	LED STRIP LIGHTING	REFER TO PLAN
	CEILING MOUNTED HEAT LAMP (4) WITH LIGHT AND FAN	0
	1200mm, SURFACE MOUNTED FLUORESCENT LIGHT FITTING (TWIN)	0
	1800mm, SURFACE MOUNTED FLUORESCENT LIGHT FITTING (TWIN)	2
	DOUBLE GPO 300mm ABOVE FFL unless stated otherwise	20
	DOUBLE GPO 300mm ABOVE BENCH	6
	DOUBLE GPO (external) 1000mm Above Ground	2
	SINGLE GPO 300mm ABOVE BENCH include 1 to ceiling space	0
	SINGLE GPO 300mm ABOVE FFL unless stated otherwise	6
	DOUBLE GPO 1350mm ABOVE FFL unless stated otherwise	2
	DIMMER CONTROL	0
	HEATING CONTROL	0
	TELEVISION COAXIAL / INTERNET WALL PLATE	2
	SMOKE DETECTORS INSTALLED AS PER BCA Part 3.7.5 (BCA 2019) AND TO COMPLY WITH AS 3786 SMOKE ALARMS MUST BE CONNECTED (HARD WIRED & INTERCONNECTED) TO THE BUILDINGS CONSUMER MAINS POWER SOURCE AS WELL AS HAVING A BATTERY BACK-UP	2
	NATIONAL BROADBAND NETWORK (TO MANUFACTURES SPECIFICATIONS)	1
	TELEPHONE POINT	1
	HOT WATER SYSTEM	1
	ELECTRICAL METER BOX - 1900mm TO TOP	1
	AIR CONDITIONER UNIT (TO MANUFACTURES DETAILS)	0
	Exhaust fans, mechanical ventilation from Ensuites, Powder rooms, Laundries and Rang hoods. to be ducted directly to the outside atmosphere. Kitchen & Laundries Shall Have a Minimum Flow Rate Of 40L/s & Bathrooms & We's Shall Have A Minimum Flow Rate Of 25L/s	4
DIRECT WIRE TO APPLIANCES (wall oven) power outlets for appliances not shown		



Electrical Floor Plan
Scale 1:100

ARTIFICIAL LIGHTING CALCULATOR			
DWELLING	Floor Area:	Allowed Watts:	Actual:
CLASS 1 BUILDING 5w/m2	190.9m2	954.5w	220.0w
CLASS 10 BUILDING 3w/m2 (Garage / Carport)	36.5m2	109.5w	42.0w
EXTERNAL LIGHTING 4w/m2 (Allresco / Porch & Balcony)	8.8m2	35.2w	8.0w
TOTAL:	236.2m2	1099.2w	270.0w

ALL GLAZING TO BE IN ACCORDANCE WITH AS1288 & AS2047.

WHERE FULL HEIGHT GLAZING IS CAPABLE OF BEING MISTAKEN FOR AN OPENING, GLAZING MANIFESTATIONS/DECALS ARE REQUIRED TO BE PROVIDED. THESE MUST MEASURE MINIMUM 20mm IN HEIGHT & BE LOCATED BETWEEN 700-1200mm ABOVE FINISHED FLOOR LEVEL. A BROKEN LINE/PATTERN IS PERMISSIBLE

WINDOW & DOORS.

WINDOWS & DOOR SIZES NOMINATED ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER. OPENINGS TO BE FLASHED ALL AROUND

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
RAINWATER TANK

W x H Size	1260x1800	2520x1800	800x1800	1800x600	1570x1500	1450x1200	1810x1500	850x2100	730x1200
Sill Height:	600	600	600	1,800	900	1,200	900	300	1,200
External View:									
Quantity:	1	1	1	1	3	1	1	1	1
ID:	W1	W2	W3	W4	W5	W6	W7	W8	W9
Location:	Lounge	Lounge	Lounge	Ensuite	Bed 1, 2 & 3	Bathroom	Bed 4	Living	P'try

W x H Size:	4810x2200	1020x2400	3610x2400	1810x2400	820x2400	2410x2200
External View:						
Quantity:	1	1	1	1	1	1
ID:	D1	D2	D3	D4	D5	D6
Location:	Garage	Entry	Living	Meals	Laundry	Garage

THIS DOCUMENT IS THE SUBJECT OF -
BUILDING PERMIT NUMBER: CBS-U 66127/5523416654084
ISSUED DATE: 16/07/2021

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Design Matters
National
The mark used for the Building Practitioner Member

N°:	REVISION / ISSUE	DATE:
1	Developers	28-4-21
	RFI Developers	14-5-21
	Preliminary	24-6-21
	Building Issue	23-6-21
	Construction Issue	13-7-21

PROJECT NAME AND ADDRESS:
PROPOSED:
DWELLING
AT:
Lot 610
3 SHADOW STREET
DEANSIDE VILLAGE

FOR:	
Mr S Basem	
DATE: Feb 2021	SHEET: 7 OF 7
SCALE: 1 : 100	SHEET SIZE: A3
DRAWN BY: F.Sella	Drawing No: 2021-38

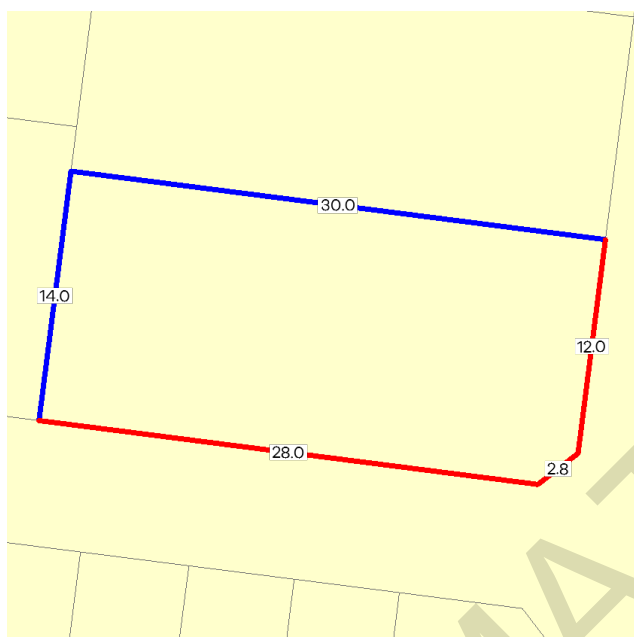
PROPERTY DETAILS

Address: **3 SHADOW STREET DEANSIDE 3336**
Lot and Plan Number: **Lot 610 PS837655**
Standard Parcel Identifier (SPI): **610\PS837655**
Local Government Area (Council): **MELTON**
Council Property Number: **879999**
Directory Reference: **Melway 355 H11**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 418 sq. m

Perimeter: 87 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**

PLANNING INFORMATION

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

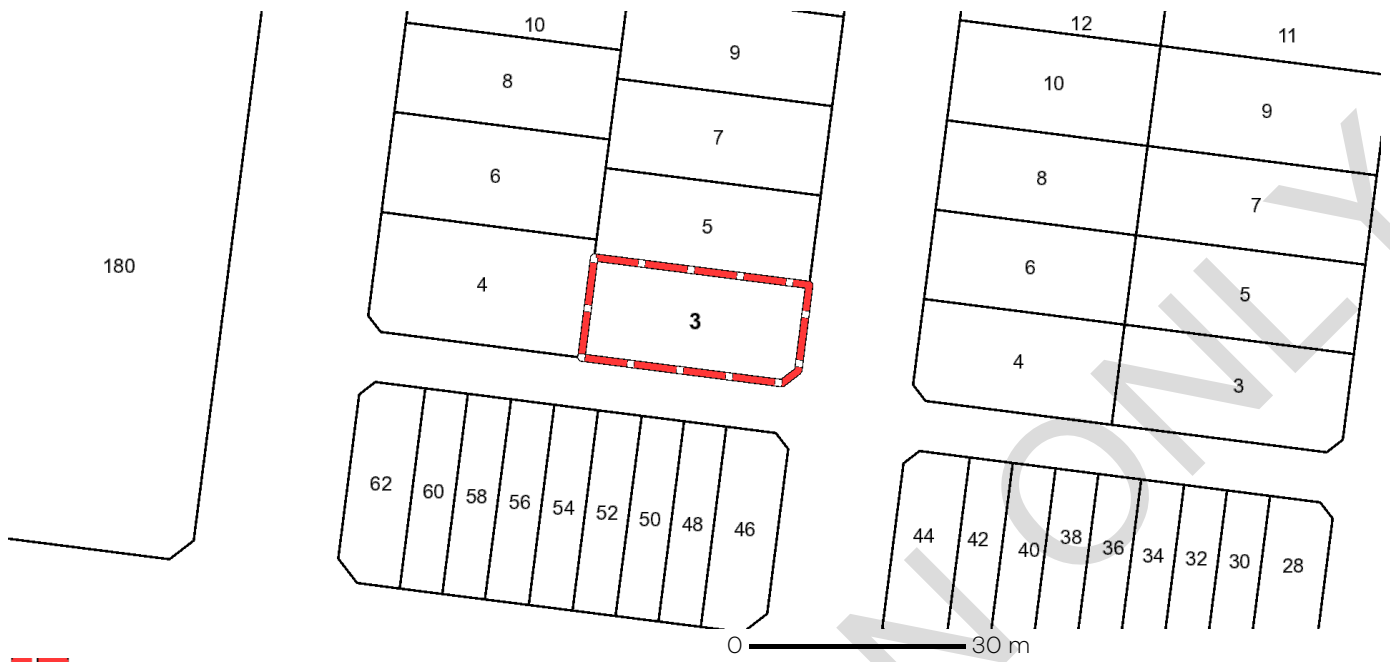
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

INFORMATION

From www.planning.vic.gov.au at 28 May 2025 03:49 PM

PROPERTY DETAILS

Address: **3 SHADOW STREET DEANSIDE 3336**
 Lot and Plan Number: **Lot 610 PS837655**
 Standard Parcel Identifier (SPI): **610\PS837655**
 Local Government Area (Council): **MELTON**
 Council Property Number: **879999**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 355 H11**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **KOROROIT**

OTHER

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

[View location in VicPlan](#)

Note

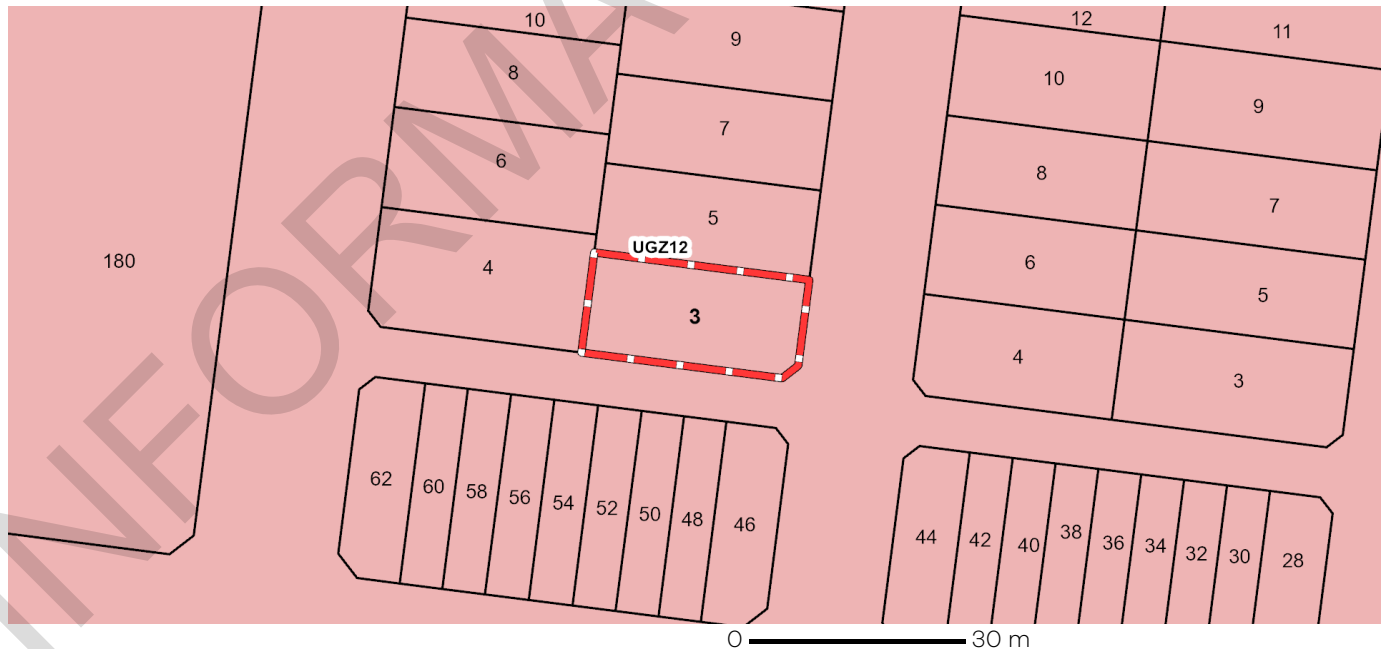
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 12 \(UGZ12\)](#)



UGZ - Urban Growth

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

Planning Overlay

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

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



 **ICO - Infrastructure Contributions Overlay**

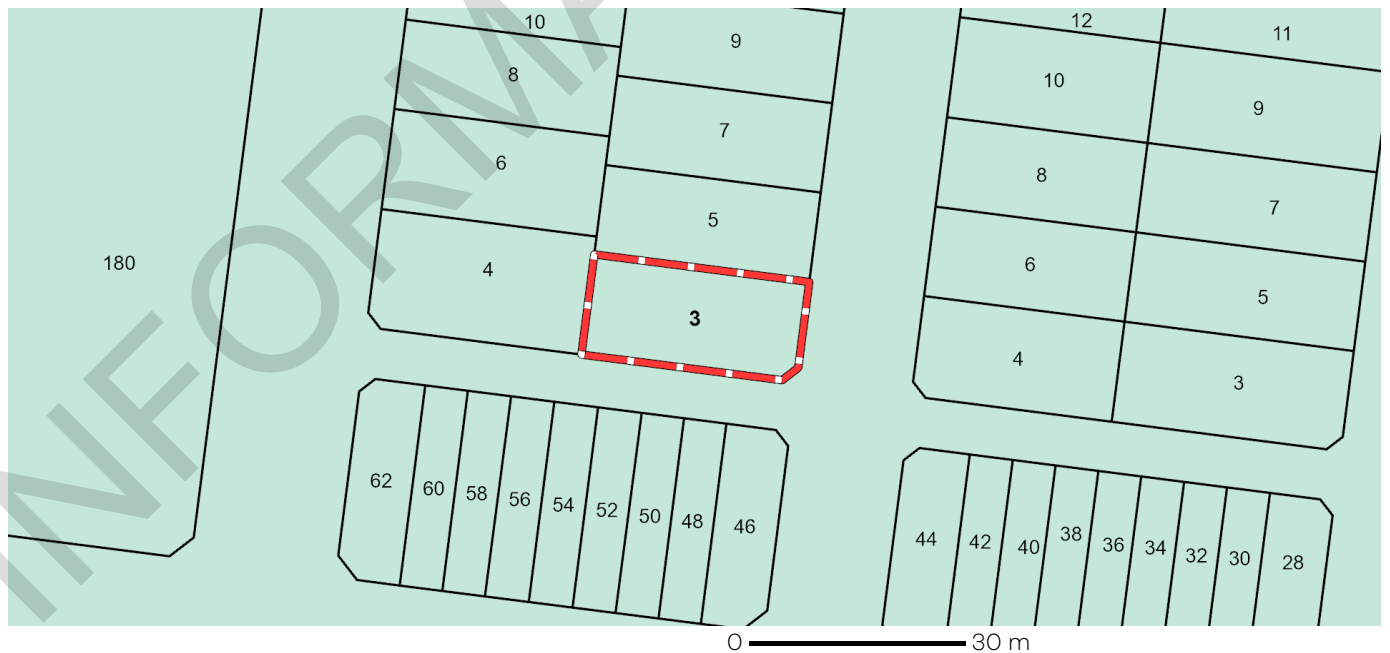
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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**

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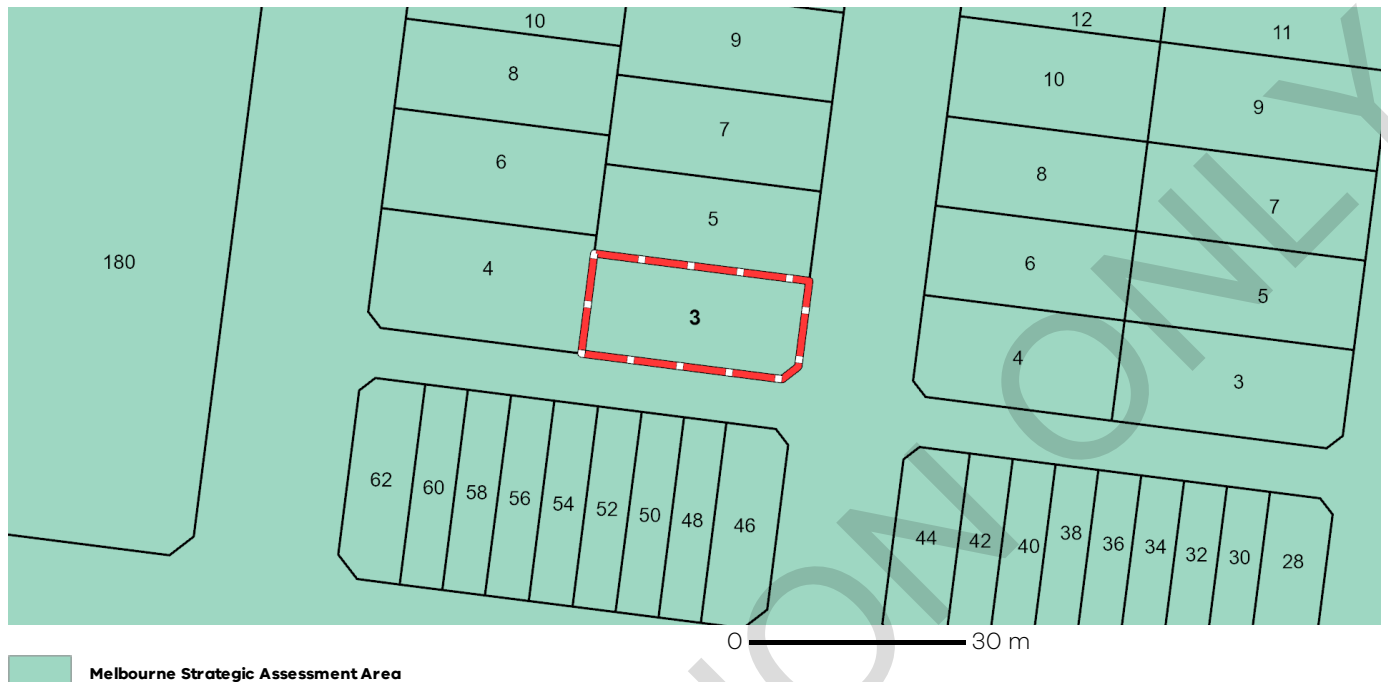
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 22 May 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.maps.vic.gov.au/vicplan>

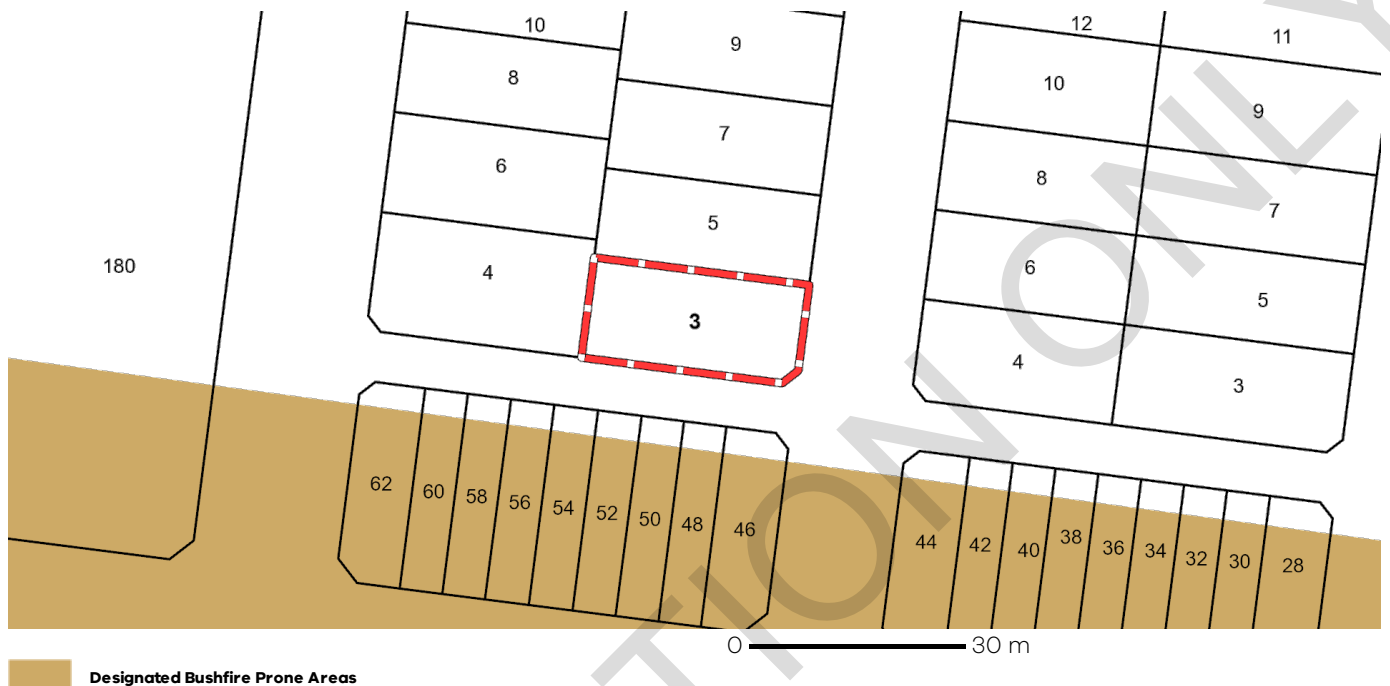
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)