



Lu & Nguyen Pty Ltd

**CONTRACT OF SALE
&
VENDOR'S STATEMENT**

LOT ___ / 24 Harrington Road, Airport West VIC 3042

PO BOX 1089
ST ALBANS VIC 3021
Phone: 03 9366 8818 Fax: 03 9366 9918
Email: sally@bossconveyancing.com

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC
AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being Auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the Auctioneer.

Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the Auctioneer. If this is the case, it will be stated as the first rule applying to the Auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The Auctioneer can only make a vendor bid if-

- The auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say, "vendor bid" in making the bid.

What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public Auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the Auction.

Forbidden activities at auctions

The law forbids –

- Any person bidding for a vendor other than –
 - The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made the bid.
- Any intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

CONTRACT OF SALE OF LAND

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: LOT ___ / 24 HARRINGTON ROAD, AIRPORT WEST VIC 3042

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 -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

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/..... /2023

Print name of person signing:

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

This offer will lapse unless accepted within [] clear business days (3 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/..... /2023

Print name(s) of person signing: **DIRECTORS OF LU & NGUYEN PTY LTD**

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

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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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PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Harcourts Rata & Co
219 High Street
THOMASTOWN VIC 3074

Tel:
03 9465 7766

Fax:

Ref:

Email:
sold@rataandco.com.au

VENDOR**LU & NGUYEN PTY LTD****VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

B.O.S.S Conveyancing
Buying or Selling Statewide
of PO BOX 1089 ST ALBANS VIC 3021

Tel:
03 9366 8818

Fax:
03 9366 9918

Ref:
RT:TN:20239721

Email:
sally@bossconveyancing.com

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general condition 7)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On PROPOSED plan
Volume 08540 Folio 143		PS 844658J

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
LOT___/24 Harrington Road, Airport West VIC 3042

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

PAYMENT (general condition 17.1(a))

Price

Deposit (General Condition 14)

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 conditions 19 & 25)

GST WITHHOLDING in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

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

NOTICE TO THE PURCHASER (Special Condition 16)

GST WITHHOLDING in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Please mark one box only:

The purchaser is **not required** to withhold GST at settlement as the property is an existing residential premises or commercial residential premises / Vendor not registered or required to be registered for GST

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

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

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

LEASE (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

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

OR

a periodic tenancy determinable by notice

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

NOT APPLICABLE

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender: _____

Loan amount: no less than _____ Approval date: _____

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

DEFINITIONS

Defined Terms in this Contract

Business Day	means any day which trading banks are open for business in Melbourne but excluding Saturday or Sunday
Contaminant	means a solid, liquid, gas, odor, heat, sound or any substance that may or makes property unsafe, unfit or harmful for occupancy
Contract	means the Contract of Sale of Real Estate which is made up of the Particulars of Sale, General Conditions, Special Conditions and including all annexures
Day of Sale	means the date on which the Contract is signed by both the Vendor and the Purchaser
Lot	means a lot on the proposed plan of subdivision PS 844658J
Plan	means the proposed plan of subdivision PS 844658J
Property	means the land and improvements constructed on the land as at the Day of Sale and the Goods (if applicable)
Registration Sunset Period	means twenty-four (24) months from the Day of Sale
Settlement	means the date the Purchaser accepts the Property and pays the price in full to the Vendor
Settlement Date	means the date when Settlement occurs

1. INTERPRETATION

In this contract, unless the context requires otherwise:

- (i) The singular includes the plural and vice versa;
- (ii) A gender includes the other genders;
- (iii) The word 'person' includes a natural person and anybody or entity whether incorporated or not;
- (iv) A heading may be used to help interpretation, but is not legally binding;
- (v) Where the day on or by which any thing is to be done is not a business day, it must be done on or by the next business day;
- (vi) Examples are descriptive only but are not limited to those examples listed;
- (vii) Monetary amounts are stated in Australian dollars
- (viii) Words used in this Special Condition that are defined in the Building Act 1993 ("The Act") have the same meaning as is given to them by The Act
- (ix) This Contract is not a Major Domestic Building Contract

2. IDENTITY OF THE LAND SOLD

The purchaser acknowledges and declares they may not make any requisition or objection, claim compensation or refuse or delay settlement for:

- (i) Any misdescription of the Land;
- (ii) Any discrepancy between the title or measurements of the land
- (iii) Other terms effecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any Representations made by the Vendor or his Agent except such as are made conditions of this Contract

3. BUILDING, GOODS, ENCUMBRANCES AND RESTRICTIONS

The purchaser buys the property with no objections to:

- (i) Any existing restrictions on the land or the title;
- (ii) Any registered or unregistered easement or encumbrance;
- (iii) The presence of any existing contaminant;
- (iv) Any easements, covenants, restrictions, leases or any other agreements that are or will be on the registration of the plan and title;
- (v) The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto;
- (vi) The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor;

- (vii) The purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures;
- (viii) The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures;
- (ix) The purchaser acknowledges that any improvements or alterations on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections;
- (x) The purchaser acknowledges that they have inspected the property and goods prior to the day of sale and is aware of their condition and any deficiencies subject to any defects latent and patent. The purchaser cannot demand the goods to be in working order on the day of settlement or claim any compensation if they are not working. Any special conditions added onto as part of this Contract is deemed to be not valid and cannot be used to demand the same from the vendor. The purchaser is deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 5.

4. ADJUSTMENTS & CHEQUES

- (i) The purchaser agrees to provide a copy of all valid authority certificates (including but not limited to Council, Water, Land Tax and Owners Corporation (if applicable), obtained to complete a statement of adjustment. Failure to do so will cause delay to the vendor providing cheque directions and the cost of delaying settlement will be at the purchaser's expense pursuant to Special Condition 5 and is considered to be in default of the Contract.
- (ii) A statement of adjustment needs to be provided to the vendor's representative at least two business days before settlement.
- (iii) At settlement the purchaser must pay the fees up to ten (10) cheques drawn on authorised deposit-taking institution (if applicable). If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

5. DEFAULT INTEREST & COSTS PAYABLE

- (i) The purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the vendor's representative in the amount of \$350.00 including GST; for each and every default
- (ii) Should a default/rescission notice be served on the purchaser by the vendor, the purchaser acknowledges they will pay the amount of \$880.00 including GST to the vendor's representative;
- (iii) The purchaser agrees to pay a re-booking fee of \$120.00 including GST by way of an adjustment to the Vendor Conveyancer for every subsequent settlement booking is made, after the initial booking has been made;
- (iv) Should settlement be converted from an electronic settlement to a paper settlement at the purchaser's request or requirement, a \$150.00 including GST administration fee will be payable by the purchaser at the time of settlement to the vendor conveyancer; and
- (v) Without limiting any other rights of the Vendor, the Purchaser acknowledges and agrees notwithstanding any other provision in this contract, if the Purchaser requests a variation to the Settlement date, the Purchaser must pay costs incurred as a result of each variation, being \$120.00 including GST

6. FOREIGN INVESTMENT REVIEW BOARD

The purchaser warrants:

- (i) On the day of sale and on the day of settlement they are not a foreign purchaser within the meaning of Section 21A of the Foreign Acquisition and Takeovers Act 1975 (Cth) or a person to whom section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) applies;
- (ii) If they are considered to be a foreign purchaser within the meaning of Section 21A of the Foreign Acquisition and Takeovers Act 1975 (Cth), the purchaser warrants that they have obtained the approval of from the FIRB and where required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding;
- (iii) If the purchaser is in breach of this warrant, they are in default of this Contract and the vendor may terminate this Contract by written notice to the purchaser, effective immediately. The vendor may readvertise the property for sale and claim any compensation from the purchaser they deem fit.

7. DEPOSIT BOND

- (i) The deposit cannot be paid in whole or in part by way a Deposit Bond unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond;

- (ii) If the deposit is paid by way of a deposit bond/bank guarantee, the original will be held by the Vendor's representative and all monies are to be paid to the Vendor at the time of settlement. The original will be returned to the purchaser at settlement upon settlement being effected.

8. FINANCE

General Condition 20.2(c) does not apply to this contract. The Purchaser must provide the Vendor's Legal Practitioner with written notice as to whether the Purchaser's application for finance has or has not been approved. Where a purchaser's application for finance has not been approved the Purchaser may end the Contract by notice in writing and must provide a letter from an Authorised Banking Institution stating the decline has been issued.

If the Purchaser fails to notify the Vendor as required, or if further extensions are not granted by the Vendor the Vendor may terminate the Contract and if terminated by the Vendor, the Vendor must refund all deposit (if any) to the purchaser.

9. ACKNOWLEDGEMENTS

- (i) The Purchaser acknowledges that they have received a Vendor's Statement before signing the Contract of Sale and agrees that no information, representation, warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied on by the Purchaser;
- (ii) If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract.
- (iii) This Contract and the sale hereby evidenced are condition upon and subject to the said Plan (subject to alteration as hereinafter mentioned) being duly certified (if not already done so) by the Council pursuant to the provisions of the Act and registered by the Registrar of Titles within the Registration Sunset Period, provided that the Vendor reserves the right to make such minor alterations to the said Plan as may be demanded by the said Municipality or the said Registrar as pre-requisites to the certification and approval of the said Plan. The Purchaser acknowledges that the Vendor may be required to enter into a Section 173 Agreement with Council to procure registration of the Plan and shall not object to the same
- (iv) The Vendor will use his best endeavours to cause the said plan to be certified as aforesaid as soon as practicable and will, As soon as practicable thereafter, apply to the Registrar of Titles for registration of the said Plan. Once lodged, the Vendor will not withdraw the said Plan from the Land Titles Office without the Purchaser's written consent and will with all reasonable diligence satisfy all requisitions made by the Registrar and will do all other things within his power to procure registration of the said Plan
- (v) In the event that the said plan shall not be certified and registered or an occupancy permit (if applicable) not be issued as aforesaid within the Registration Sunset Period, either party may at any time after the expiration of such period, but before the said plan is so registered, terminate this contract and the sale hereby evidenced by giving to the other party written notice of termination pursuant to this Special Condition
 - i. In the event of one party so electing to terminate this Contract of Sale, pursuant to this Special Condition, all moneys paid by the purchaser on account of the purchase price shall be refunded to him in full. Neither party shall be entitled to any compensation from the other party in respect of costs, fees or other expenses paid to or incurred in relation to or arising out of this transaction.
- (vi) The purchaser shall accept as identical with the said land as hereinbefore described the Lot on the said Plan when registered the respective number mentioned in the foregoing particulars or, if the lot on the said plan shall at any time prior to registration be renumbered, shall accept as identical with the said land the lot on the said Plan as registered which shall occupy the same or approximately the same position on the Plan of Subdivision as indicated in the copy Plan annexed hereto as being occupied by the lot hereby designated. The purchaser shall not be entitled to make any requisitions object or claim for compensation in respect of any of the following:
 - i. Any minor variations between the lot hereby sold as inspected by the purchaser and the corresponding lot as shall be shown on the said plan at approval;
 - ii. Any minor variations between the number, size or location of lots as presently appearing on the said plan and as shall appear on the said plan when registered.
- (vii) The vendor shall after registration of the said plan and issue of the Occupancy Permit (if applicable), notify the purchaser of such registration and the residue of purchase moneys shall be payable within fourteen (14) days of notification to the purchaser or the purchase solicitors or conveyancer of such registration by the Registrar of Titles of the Plan of Subdivision (or if the above settlement clause provides otherwise then in accordance with that settlement clause).
- (viii) The deposit moneys payable by the purchaser hereunder shall be paid to the Licensed Estate Agent as agent of the Vendor or the Vendors Solicitor or Conveyancer hereinbefore specified to be held by them on trust for the purchaser until:
 - i. The said plan has been registered at the Office of Titles as aforesaid; and
 - ii. A Statement of Compliance has been issued in respect of the plan
- (ix) The vendor may agree to vary the building contract by changing the construction details, appliances, fixtures, fittings and finish details described in the plans provided that the changes must not reduce the quality of the home and the vendor may agree to any other minor changes to the plans that the vendor may consider necessary.

- (x) The property is said to have been completed once the Occupancy Permit has issued and the Purchaser cannot delay settlement for any items relating to minor defects

10. NOTICES

- (i) 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
- (ii) 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

11. DEFAULT NOT REMEDIED

General condition 35 of the Contract is amended to add:

The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (i) Interest and penalties on any loan secured on the property from the settlement day until settlement takes place;
- (ii) Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property;
- (iii) Any associated fees the Vendor has to pay for another loan setup to complete settlement for a purchase of another property;
- (iv) Storage costs for goods and chattels;
- (v) Accommodation expenses necessarily incurred by the Vendor;
- (vi) Cost and expenses between the conveyancer and the Vendor;
- (vii) Additional rates, taxes and charges on the property from settlement date until settlement takes place.

12. ACCEPTANCE OF TITLE

General condition 13.5 is added:

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

13. CAVEAT

Until such time as the said Plan of Subdivision has been so registered by the Registrar of Titles the purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the Purchaser's interest in the land under this contract and the purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this provision

14. STAMP DUTY

The vendor does not warrant that the said Transfer will be assessed for stamp duty on the basis of the amount referred to above and the purchaser acknowledges that he will be solely responsible for the payment of stamp duty on the said Transfer of Land and will not call upon the vendor to contribute to or to pay compensation in respect of the purchasers liability for such duty in any circumstances including but without limitation, in the event of any assessment for stamp duty on a value higher than that set out in this condition. The inclusion of an estimated value in this clause is not a representation or warranty by the vendor as to such value and the purchaser acknowledges that he has satisfied himself as to the value of the land and improvements as at the date of sale and as to all relevant stamp duty legislation and practices before entering into this Contract.

18. OWNERS CORPORATION (If applicable)

The property is sold subject to the Owners Corporation Act 2006, the schedule of lot entitlement and liability, the Owners Corporation Rules and any encumbrance affecting the common property. Where the vendor remains the owner or occupier of any lot in the subdivision the Owners Corporation Rules will not apply or be enforceable against the vendor where to do so would hinder or prevent the vendor completing any aspects of the development.

19. ELECTRONIC CONVEYANCING

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 19 applies, if the box is marked "EC". This condition applies solely at the Vendor Conveyancer's discretion.

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

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

19.3. Each party must:

19.3.a. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*, 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 conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

19.4. The vendor or purchaser can open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

19.5. The vendor or purchaser can nominate a time of the day for locking of the workspace anytime before the due date for settlement.

19.6. Settlement occurs when the workspace records that:

19.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

19.6.2. 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.

19.7. The parties must do everything reasonably necessary to effect settlement:

19.7.1. electronically on the next business day, or

19.7.2. at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

19.9. The vendor must before settlement:

19.9.1. deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

19.9.2. direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

19.9.3. 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

19.9.4. direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

19.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

20. GST WITHHOLDING

General Condition 13.9 is added

20.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.

20.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.

20.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must: a. complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner. Except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

20.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

20.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

20.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

21. REGISTRATION OF THE PLAN

21.1. This contract is subject to the condition subsequent that the Plan is registered by the Registration Sunset Date. The period between the day of sale and the Registration Sunset Date is the specified period for the purposes of section 9AE of the Sale of Land Act 1962 (Vic).

21.2 The Vendor will, at its own cost, endeavour to have the Plan certified, endorsed with a statement of compliance, and registered under Part 4 of the Act. The obligation arising pursuant to this Special Condition 21.2 will not be taken to require the Vendor to carry out or manage or arrange the carrying out of domestic building work.

21.3 If the Plan is not registered by the Registration Sunset Date then either party will have the right to rescind this Contract by notice in writing to the other at any time after the Registration Sunset Date and before the date on which the Plan is registered. A notice under this Special Condition 21.3 will have no effect if the other party receives it after the Plan is registered.

21.4 Statement under Section 10F Sale of Land Act

21.4 (a) The Vendor is required to give notice of a proposed rescission of the Contract

21.4 (b) The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent.

21.4 (c) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract.

21.4 (d) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.

22. VENDOR'S RIGHT TO TERMINATE

If:

(a) any requirement imposed by an Authority for the Plan, Works or other works on the Site is in the opinion of the Vendor too onerous to perform or accept; or

(b) at any time and for any reason the Vendor in its absolute discretion determines that construction of works on the Site or the Works will not proceed;

(c) the Vendor has not entered into a sufficient number of contracts of sale for Lots within an acceptable timeframe, the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this Special Condition 22, this Contract will be at an end and all money paid by the Purchaser will be refunded.

23. CONNECTION FEE

The Purchaser acknowledges the Vendor has incurred costs for the electricity meter connection fee. This amount must be reimbursed to the Vendor at the time of settlement by way of an adjustment. Supporting documents are attached to the Section 32.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

IN WITNESS whereof the parties hereto have set their hands and

seals this day of20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 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

13.2 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.

13.10 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.

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.

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
 and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)



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

Vendor: Lu & Nguyen Pty Ltd

Property: LOT ____ / 24 Harrington Road, Airport West VIC 3042

VENDORS REPRESENTATIVE

B.O.S.S Conveyancing
PO BOX 1089
ST ALBANS VIC 3021

Tel: 03 9366 8818
Fax: 03 9366 9918
Email: sally@bossconveyancing.com

Ref: 20239721

32A FINANCIAL MATTERS

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

Their total does not exceed \$6,500.00

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

Notice to the Purchaser: This property may contain more than one water authority for service charges and park charges. It is the Purchaser's conveyancer's responsibility to conduct searches prior to settlement and provide updated certificates for the purpose of adjustments.

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

- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

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

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-
- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

- Not Applicable

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

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

- which the land is included that have not been complied with; and
- (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist

DATE OF THIS STATEMENT

26 / 05 / 20 23

Name of the Vendor

Directors of Lu & Nguyen Pty Ltd

Signature/s of the Vendor

x



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

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

DATE OF THIS ACKNOWLEDGMENT

/ / 20 23

Name of the Purchaser

Signature/s of the Purchaser

x

VIC Lands

TITLE SEARCH ON 8540 / 143

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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.

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

VOLUME 08540 FOLIO 143

Security no : 124106311704D
Produced 23/05/2023 05:49 PM

LAND DESCRIPTION

Lot 128 on Plan of Subdivision 067853.

PARENT TITLES :

Volume 04699 Folio 723 Volume 06030 Folio 826 Volume 06194 Folio 714

Volume 06933 Folio 528

Created by instrument LP067853 18/03/1965

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LU & NGUYEN PTY LTD of 16 AUBREY STREET VERMONT VIC 3133
AR122672X 13/06/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV750872A 17/06/2022

COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE LP067853 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: 24 HARRINGTON ROAD AIRPORT WEST VIC 3042

ADMINISTRATIVE NOTICES

NIL

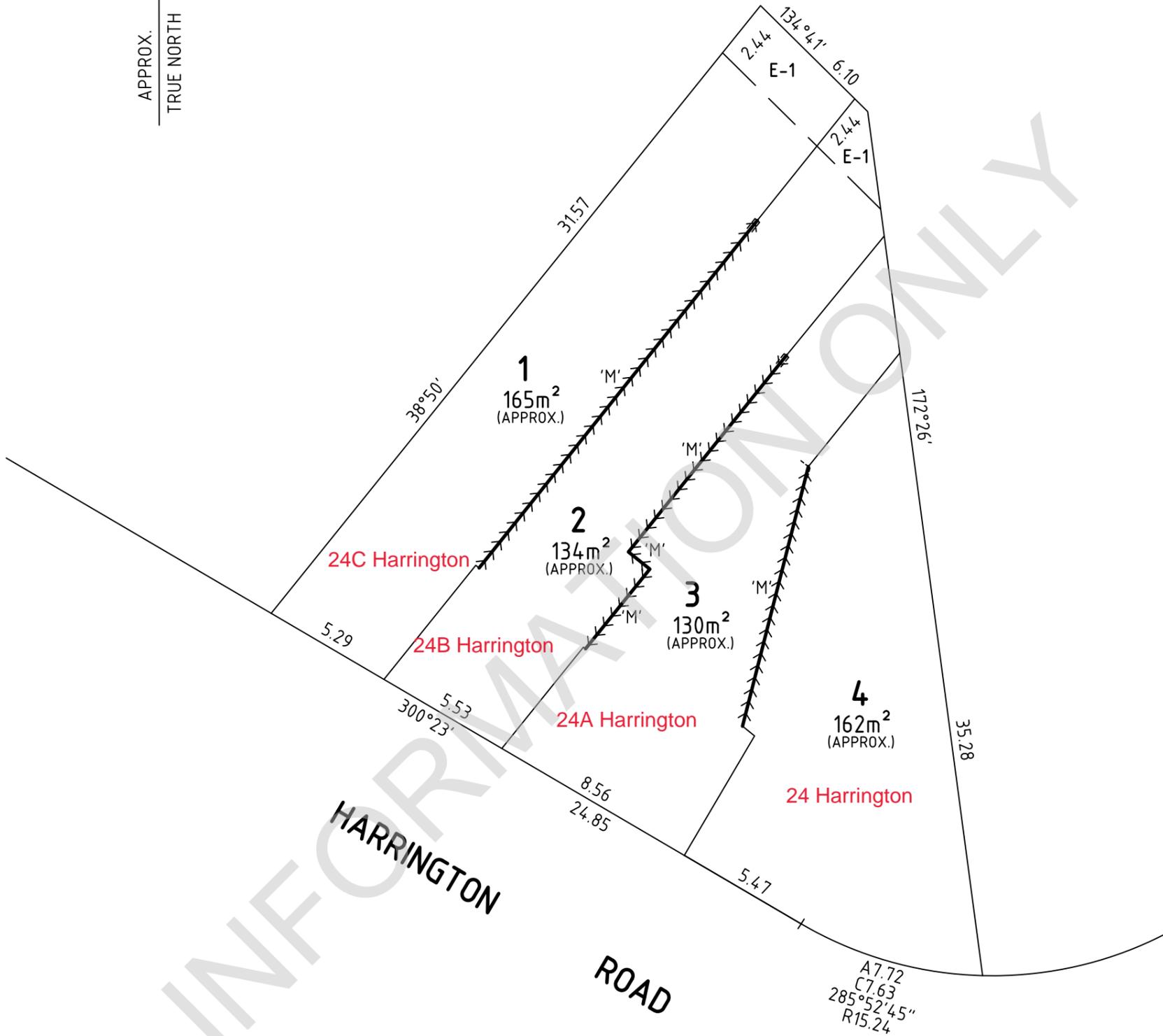
eCT Control 18601V BANKWEST
Effective from 17/06/2022

DOCUMENT END

INFORMATION ONLY

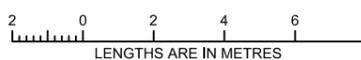
PLAN OF SUBDIVISION		EDITION 1	PS 844658 J	
LOCATION OF LAND PARISH: DOUTTA-GALLA TOWNSHIP: SECTION: 18 CROWN ALLOTMENT: B (Part) CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: LP67853 Lot 128 POSTAL ADDRESS: 24 Harrington Road, (at time of subdivision) Airport West, 3042 MGA CO-ORDINATES: E: 312440 ZONE: 55 (of approx centre of land in plan) N: 5822675 GDA 94		Council Name: Moonee Valley City Council SPEAR Reference Number: S204214C		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Nil.	Nil.			
NOTATIONS		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES. Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings:- Median - Boundaries marked 'M'. →→→→→→		
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	2.44	LP67853	ALL LOTS ON LP67853
 Phone: (03) 9465 9385 Mobile: 0449 924 249 LICENSED SURVEYORS / PROFESSIONAL SERVICE Post: PO Box 1349, Bundoora, VIC 3083 Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au		SURVEYORS FILE REF: 6217 Digitally signed by: Martin Powell, Licensed Surveyor, Surveyor's Plan Version (1), 11/11/2022, SPEAR Ref: S204214C		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2

11/11/22 - Confirmed street numbering with Than property owner. MR



Phone: (03) 9465 9385

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: Martin Powell, Licensed Surveyor,
Surveyor's Plan Version (1),
11/11/2022, SPEAR Ref: S204214C

LICENSED SURVEYORS / PROFESSIONAL SERVICE
Post: PO Box 1349, Bundoora, VIC 3083
Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au

OWNERS CORPORATION

EDITION 1

PS 844658 J

OWNERS CORPORATION NO.1

PLAN NO. PS 844658 J

LAND AFFECTED BY OWNERS CORPORATION: Lots 1, 2, 3.

LIMITATIONS OF OWNERS CORPORATION:

Limited

NOTATIONS:

The purpose of Owners Corporation No.1 is to manage the shared utility services.

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	20	20						
2	20	20						
3	20	20						
TOTAL	60	60	TOTAL			TOTAL		



Phone: (03) 9465 9385

SURVEYORS FILE REF: 6217

ORIGINAL SHEET SIZE: A3

SHEET 1

LICENSED SURVEYORS / PROFESSIONAL SERVICE

Post: PO Box 1349, Bundoora, VIC 3083

Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au

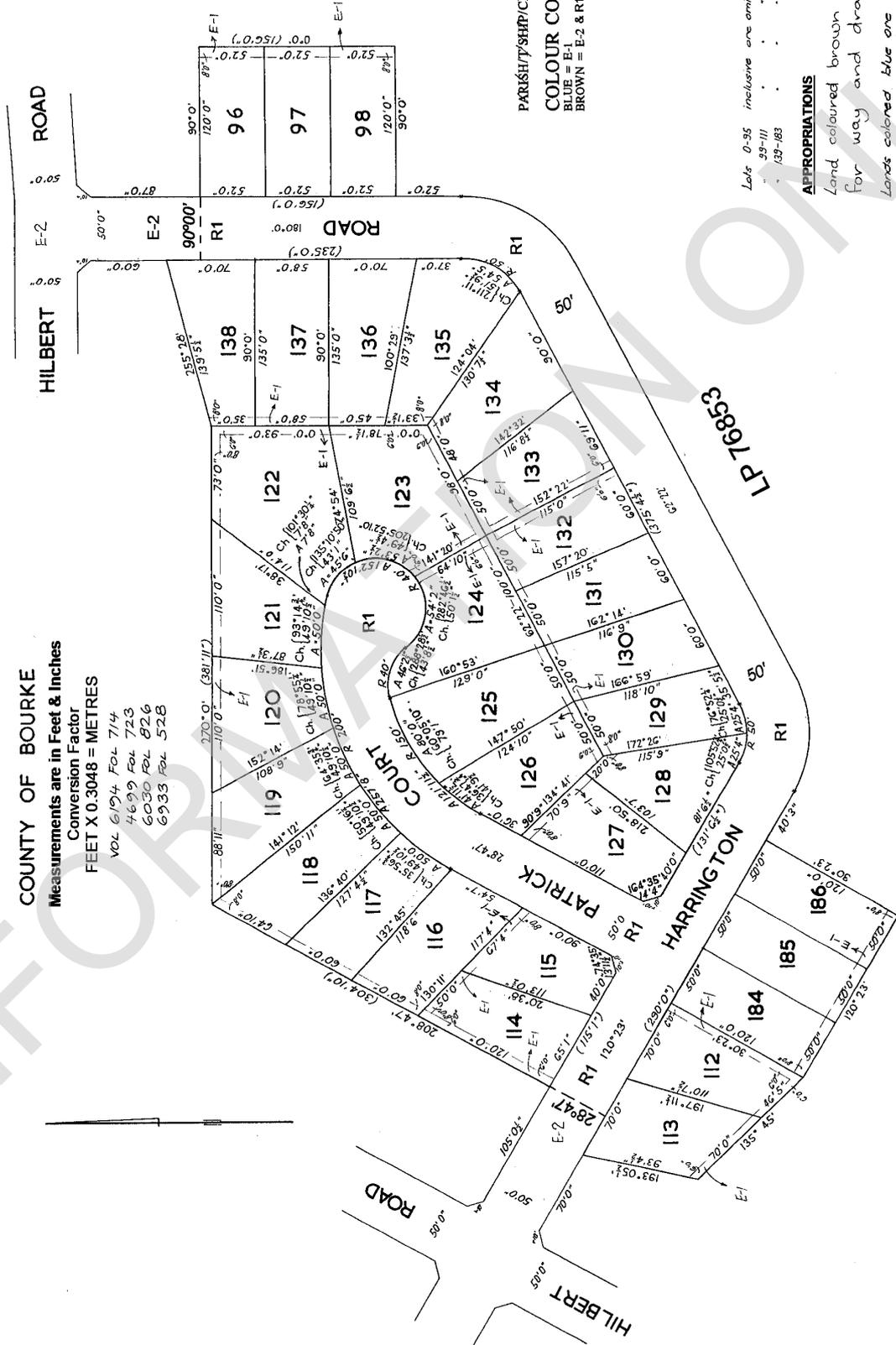
Digitally signed by: Martin Powell, Licensed Surveyor, Surveyor's Plan Version (1), 11/11/2022, SPEAR Ref: S204214C

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LP 67853
EDITION 1
APPROVED 15 / 2 / 65

PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT B SECTION 18
PARISH OF DOUUTA GALLA

COUNTY OF BOURKE
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES
VOL 6194 FOL 714
4699 FOL 723
6030 FOL 826
6033 FOL 528



PARISH/SHP/CHART 76
COLOUR CONVERSION
BLUE = E-1
BROWN = E-2 & R1

Lots 0-35 inclusive are omitted from this plan.
99-111
139-163

APPROPRIATIONS
Land coloured brown is set apart for way and drainage
Lands coloured blue are drainage and sewerage easements of widths shown.

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



Building Act 1993
 BUILDING REGULATIONS 2018
 Regulation 37(1)
 FORM 2
 Our ref: 20211008/0

BUILDING PERMIT

Project: Construction of Four(4) Unit Development

Issued to Owner: Lu & Nguyen Pty Ltd

ACN / ARBN: 616 068 725

Postal Address: 16 Aubrey Street VERMONT, VIC 3133

Email: than1nguyen@yahoo.com

Address for Serving or Giving of Documents: 16 Aubrey Street VERMONT VIC 3133

Contact Person: Than Thi Nguyen
Telephone: 0413 836 110

Ownership Details: As Above

Property Details:

Address	24 Harrington Road AIRPORT WEST VIC 3042		
Lot/s	128	LP/PS	067853
Volume	08540	Folio	143
Crown Allot.		Section	
Parish	Doutta Galla	County	Bourke
Municipal District	Moonee Valley City Council		

Builder²: Korbuild Pty Ltd

ACN / ARBN 601 660 726

Building Practitioner Registration No. CDB-U 54180

Postal Address: 374 Keilor Road NIDDRIE, VIC 3042

Contact Person: Koray Erdem
Telephone: 0402 683 301

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

Building Practitioners or Architects engaged to prepare documents for this permit:

Name	Category/Class	Registration No.
Thang Le	Draftsperson - Architectural	DP-AD 41518
Xuan Cuong Hoang	Professional Engineer	PE 0000154
Thanh Quoc Quoc Vuong	Professional Engineer	PE 0000179
Tam Huynh	Professional Engineer	PE 0001933

Details of Domestic Building Work Insurance³

Name of Builder: Korbuild Pty Ltd
 Name of Issuer or Provider: Insurance House
 Unit 1 Policy Number: C705675 dated 1/06/2022
 Unit 2 Policy Number: C705676 dated 1/06/2022
 Unit 3 Policy Number: C705677 dated 1/06/2022
 Unit 4 Policy Number: C705678 dated 1/06/2022
 Policy Cover: \$880,000

Details of Relevant Planning Permit:

Planning Permit No. MV/524/2019/A
 Date of Grant of Planning Permit: 15/07/2020

Nature of Building Work:

Construction of Four(4) Unit Development

Version of BCA applicable to permit

BCA 2019 Volume 2 Amendment 1

Stage of Building Work Permitted:

As shown on the approved plans

Cost of Building Work:

Total Cost of Project: \$880,000

Total Floor Area of New Building Work:

397.1 m²

Building Classification:

Part of Building	Classification
Dwelling (Units 1-4)	1a(b)
Retaining Wall	10b

Performance Solution:

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

Relevant Performance Requirement	Details of Performance Solution
P2.3.1 Spread of fire	<p>Clause 3.7.2.2, 3.7.2.4, and 3.7.2.7 External wall and associated windows on the first level of Dwelling 2 are proposed to be non-fire rated and located 1m from Dwelling 3, in lieu of 1.8m. This external wall is proposed to not commence from the ground slab / footing.</p> <p>Non-fire rated window in the fire-rated external wall on the first level of Dwelling 4 is proposed to be within 1.8m and less than 90 degrees from Dwelling 3.</p> <p>Fire-rated external wall of the projected first-floor of Dwelling 4 is proposed to not commence from the ground slab.</p> <p>Rationalised protection methods are proposed for the following encroachments:</p> <p>a) First-floor projection of Unit 4 located within 900mm from Dwelling 3.</p> <p>b) Eaves of Dwelling 1, 2, 3 and 4 located within 900mm from the adjoining dwelling or 450mm from the future adjoining allotment boundary.</p>

Prescribed Reporting Authorities:

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

Regulation	Reporting Authority	Matters reported on
133(2)	Moonee Valley City Council	Point of discharge of storm water

Protection Work:

Protection works is required in relation to the building work proposed in this permit.

Inspection Requirements:

The mandatory notification stages are:

- Piers
- Before placing a footing
- Before pouring any footing or in situ reinforced concrete member
- At completion of framework
- At completion of all building work

Occupation or Use of Building: An Occupancy Permit is required prior to the occupation or use of this building.

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

Commencement and Completion: This building work must commence by 1/06/2023.

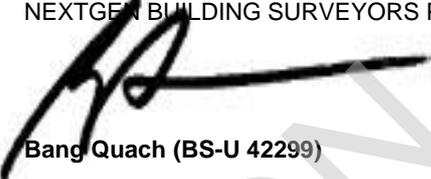
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 1/06/2024.

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 of Permit: Refer Appendix A

Relevant Building Surveyor: NEXTGEN BUILDING SURVEYORS PTY LTD



Bang Quach (BS-U 42299)

Building Permit No: BS-U 42299 / 1455043755189

Date of Issue of Building Permit: 1/06/2022

- Notes**
1. Pursuant to Regulation 40 of the Building Regulations 2018, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
 2. Under Regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
 3. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required by Section 135 of the Building Act 1993.
 4. Include building practitioners with continuing involvement in the building work.
 5. Include only building practitioners with no further involvement in the building work
 6. Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
 7. This Building Permit does not take into consideration any covenants or other restrictions that may exist on the subject property. The owner of the subject address is responsible for ensuring compliance with any such covenants or restrictions.

Appendix A

CONDITIONS OF THE BUILDING PERMIT

Project: **Construction of Four(4) Unit Development**
Project Address: **Lot (128) 24 Harrington Road AIRPORT WEST VIC 3042**
Building Permit No: **BS-U 42299 / 1455043755189**

This Building Permit is issued conditional upon the following:

1. Any building works pursuant to this permit shall strictly comply with the Building Regulations 2018 and the Building Act 1993. Before building work has commenced, additional permits or approvals may need to be obtained under other Acts/Regulations.
2. The Builder is responsible to ensure that all wet areas being waterproofed in accordance with Table 3.8.1.1 of the NCC BCA 2019 & AS3740.
3. The builder is responsible to ensure glazing complies to AS1288, and all windows to comply with AS 2047.
4. Approval is conditional upon providing sanitary facilities with lift off hinges.
5. The design of roof trusses / floor joists, their configuration and position shall be prepared using recognised design packages and full set of drawings, details and specifications to be submitted to the RBS prior to frame inspection.
6. The builder is responsible to ensure smoke alarms to comply with AS3786. Smoke alarms must be hard wired to mains power and interconnected. Smoke Detectors to be no less than 300mm from walls, doorways and bulkheads.
7. Balustrading to be at least 1000mm above landings and 865mm above the nosing of treads. Maximum 125mm spacing between balustrades.
8. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 240mm. P3 or R10 slip resistance classification, OR P3 to nosing and landing edge is to be provided to all treads and landings.
9. Approval is conditional upon no works to project over or on the adjoining property. It remains the responsibility of the owners to ensure all works are contained within the allotment boundaries. If in doubt, engage a licensed land surveyor to establish the boundaries. The builder must also satisfy themselves that works will remain within the title boundaries.
10. It is the owners and builders responsibility to ensure no works to project or constructed over the easement without the prior approval of the relevant authority vested in that asset.
11. This Building Permit does not provide approval for replacement or removal of any boundary fence. Under the Fences Act 1968 each property owner is equally responsible for any dividing fence. NextGen Building Surveyors does not resolve fencing disputes between neighbours.
12. The builder is responsible to ensure all requirements specified in the project's energy efficiency report must be implemented.
13. All mandatory inspections must be approved before works may continue.
14. Approval is conditional upon complying with all Town Planning Conditions. It is the owner's responsibility to comply with all Planning Permit Conditions. Some conditions may need to be complied with prior to commencement of works.
15. Approval is conditional upon complying with all Drainage requirements. It is the builders and owner's responsibility to comply with all drainage construction requirements.

16. This permit does not authorise any structures over the easement. The owner/s may have an obligation to obtain Consent from any relevant authorities to erect non-classifiable and/or exempt structures over an easement. It remains the responsibility of the owner/s to seek further advice from all relevant authorities.
17. Expungement: This Building Permit will be revoked, made null and void if any information and documentation submitted or advice provided during the application is subsequently found to be false, misleading, improper, incomplete or fraudulent in any way.

INFORMATION ONLY

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 192
FORM 16
Our ref: 20211008/0

OCCUPANCY PERMIT

Property Details:

Address **24 Harrington Road AIRPORT WEST VIC 3042**
 Lots **128** LP/PS **067853** Volume **08540** Folio **143**
 Crown allotment Section Parish **Doutta Galla** County **Bourke**
 Municipal District: **Moonee Valley City Council**

Building Permit Details

Building Permit No.: **BS-U 42299 1455043755189 DATED 1/06/2022**
 Version of BCA applicable to building permit: **BCA 2019 Volume 2 Amendment 1**

** Complete this portion if an Occupancy Permit is required under Division 1 of Part 5 of the **Building Act 1993**.

Building Details

Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Units 1, 2, 3, 4	Dwelling (Units 1-4)	1a(b)	1.5	N/A

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Relevant Regulation
Moonee Valley City Council	Point of discharge of storm water	133(2)

Performance Solution

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

Relevant Performance Requirement	Details of Performance Solution
P2.3.1 Spread of fire	<p>Clause 3.7.2.2, 3.7.2.4, and 3.7.2.7 External wall and associated windows on the first level of Dwelling 2 are proposed to be non-fire rated and located 1m from Dwelling 3, in lieu of 1.8m. This external wall is proposed to not commence from the ground slab / footing.</p> <p>Non-fire rated window in the fire-rated external wall on the first level of Dwelling 4 is proposed to be within 1.8m and less than 90 degrees from Dwelling 3.</p> <p>Fire-rated external wall of the projected first-floor of Dwelling 4 is proposed to not commence from the ground slab.</p> <p>Rationalised protection methods are proposed for the following encroachments:</p> <p>a) First-floor projection of Unit 4 located within 900mm from Dwelling 3.</p> <p>b) Eaves of Dwelling 1, 2, 3 and 4 located within 900mm from the adjoining dwelling or 450mm from the future adjoining allotment boundary.</p>

Suitability for occupation

At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Address: **Bang Quach - Nextgen Building Surveyors Pty Ltd**
 Email: **PO Box 2018 DEER PARK NORTH VIC 3023**
 Phone no.: **bangq@nextgenbs.com.au**
 Building practitioner registration no.: **0411 985 895**
 Municipal District/Council Name: **BS-U 42299**
 Occupancy Permit No.: **Moonee Valley City Council**
 Date of Issue: **20211008/0**
 Date of Inspections: **17/05/2023**
 Refer inspection records sheet

Signature:

Domestic Building Insurance

Certificate of Insurance

LU & NGUYEN PTY LTD

16 Aubrey St
VERMONT
VIC 3133

Policy Number:

C705675

Policy Inception Date:

01/06/2022

Builder Account Number:

007231

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 1 24 Harrington Rd AIRPORT WEST VIC 3042 Australia**

Carried out by the builder: **KORBUILD PTY LTD**

Builder ACN: **601660726**

! 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): **LU & NGUYEN PTY LTD**

Pursuant to a domestic building contract dated: **02/02/2022**

For the contract price of: **\$ 220,000.00**

Type of Cover: **Cover is only provided if KORBUILD 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*

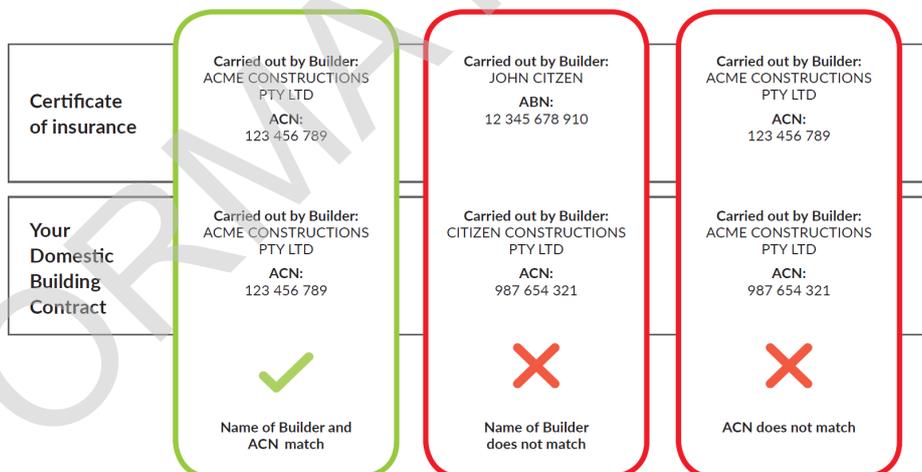
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,070.00
GST:	\$307.00
Stamp Duty:	\$337.70
Total:	\$3,714.70

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



Domestic Building Insurance

Certificate of Insurance

LU & NGUYEN PTY LTD

16 Aubrey St
VERMONT
VIC 3133

Policy Number:

C705676

Policy Inception Date:

01/06/2022

Builder Account Number:

007231

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 2 24 Harrington Rd AIRPORT WEST VIC 3042 Australia**

Carried out by the builder: **KORBUILD PTY LTD**

Builder ACN: **601660726**

! 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): **LU & NGUYEN PTY LTD**

Pursuant to a domestic building contract dated: **02/02/2022**

For the contract price of: **\$ 220,000.00**

Type of Cover: **Cover is only provided if KORBUILD 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*

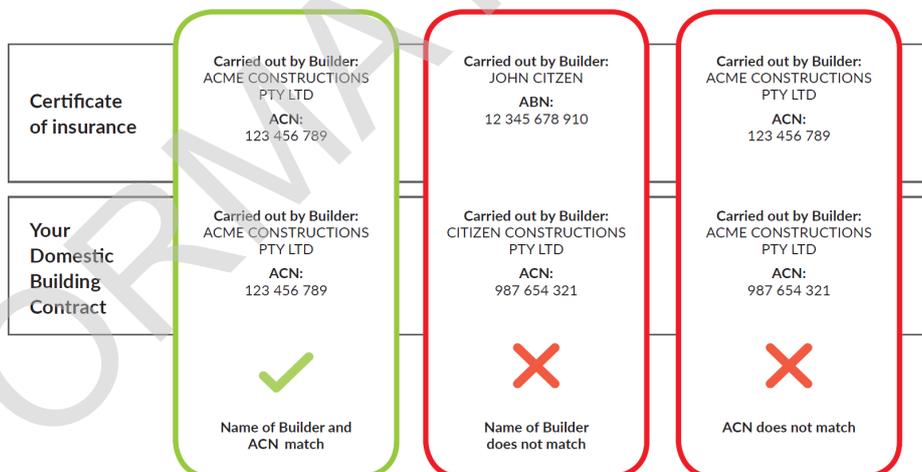
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,070.00
GST:	\$307.00
Stamp Duty:	\$337.70
Total:	\$3,714.70

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



Domestic Building Insurance

Certificate of Insurance

LU & NGUYEN PTY LTD

16 Aubrey St
VERMONT
VIC 3133

Policy Number:

C705677

Policy Inception Date:

01/06/2022

Builder Account Number:

007231

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 24 Harrington Rd AIRPORT WEST VIC 3042 Australia**

Carried out by the builder: **KORBUILD PTY LTD**

Builder ACN: **601660726**

! 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): **LU & NGUYEN PTY LTD**

Pursuant to a domestic building contract dated: **02/02/2022**

For the contract price of: **\$ 220,000.00**

Type of Cover: **Cover is only provided if KORBUILD 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*

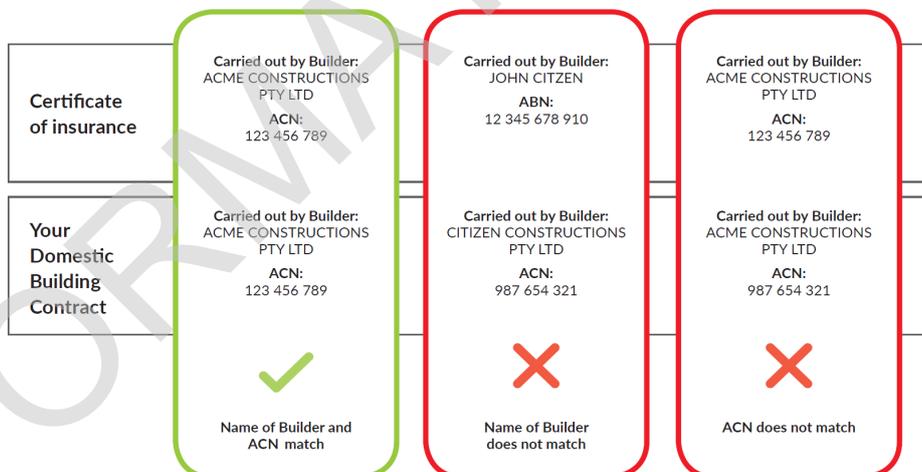
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,070.00
GST:	\$307.00
Stamp Duty:	\$337.70
Total:	\$3,714.70

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



Domestic Building Insurance

Certificate of Insurance

LU & NGUYEN PTY LTD

16 Aubrey St
VERMONT
VIC 3133

Policy Number:

C705678

Policy Inception Date:

01/06/2022

Builder Account Number:

007231

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 4 24 Harrington Rd AIRPORT WEST VIC 3042 Australia**

Carried out by the builder: **KORBUILD PTY LTD**

Builder ACN: **601660726**

! 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): **LU & NGUYEN PTY LTD**

Pursuant to a domestic building contract dated: **02/02/2022**

For the contract price of: **\$ 220,000.00**

Type of Cover: **Cover is only provided if KORBUILD 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*

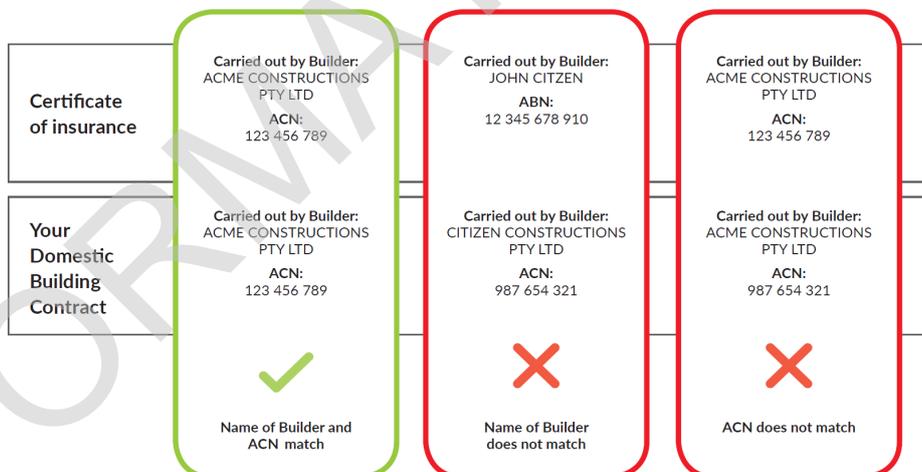
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,070.00
GST:	\$307.00
Stamp Duty:	\$337.70
Total:	\$3,714.70

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



Certificate of Currency Residential Strata Insurance Plan

Policy No HS0006106255
Policy Wording FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance 18/05/2023 to 18/05/2024 at 4:00pm
The Insured OWNERS CORPORATION PLAN NO. PS 844658J
Situation 24 HARRINGTON ROAD AIRPORT WEST VIC 3042

Cover Selected

Sum Insured

Section 1	Insured Property	
	Building	\$1,200,000
	Common Area Contents	\$0
	Loss of Rent & Temporary Accommodation (total payable)	\$180,000
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	Not Selected
Section 4	Workers Compensation	Not Available
Section 5	Fidelity Guarantee	Not Selected
Section 6	Office Bearers' Legal Liability	Not Selected
Section 7	Machinery Breakdown	Not Selected
Section 8	Catastrophe Insurance	Not Selected
Section 9	Government Audit Costs and Legal Expenses	Not Selected
Section 10	Lot Owners' Fixtures and Improvements (per lot)	Not Selected

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Not Selected

Date Printed

18/05/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

From www.planning.vic.gov.au at 24 May 2023 02:34 PM

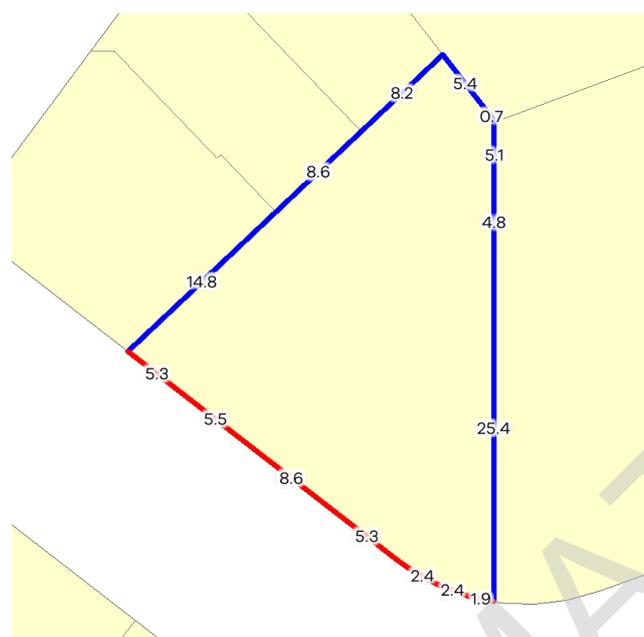
PROPERTY DETAILS

Address: **24 HARRINGTON ROAD AIRPORT WEST 3042**
Lot and Plan Number: **Lot 128 LP67853**
Standard Parcel Identifier (SPI): **128\LP67853**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **216712**
Directory Reference: **Melway 15 G7**

www.mvcc.vic.gov.au

SITE DIMENSIONS

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



Area: 591 sq. m

Perimeter: 105 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.

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **NIDDRIE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's 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 24 May 2023 02:33 PM

PROPERTY DETAILS

Address: **24 HARRINGTON ROAD AIRPORT WEST 3042**
Lot and Plan Number: **Lot 128 LP67853**
Standard Parcel Identifier (SPI): **128\LP67853**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **216712**
Planning Scheme: **Moonee Valley**
Directory Reference: **Melway 15 G7**

www.mvcc.vic.gov.au

[Planning Scheme - Moonee Valley](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **NIDDRIE**

OTHER

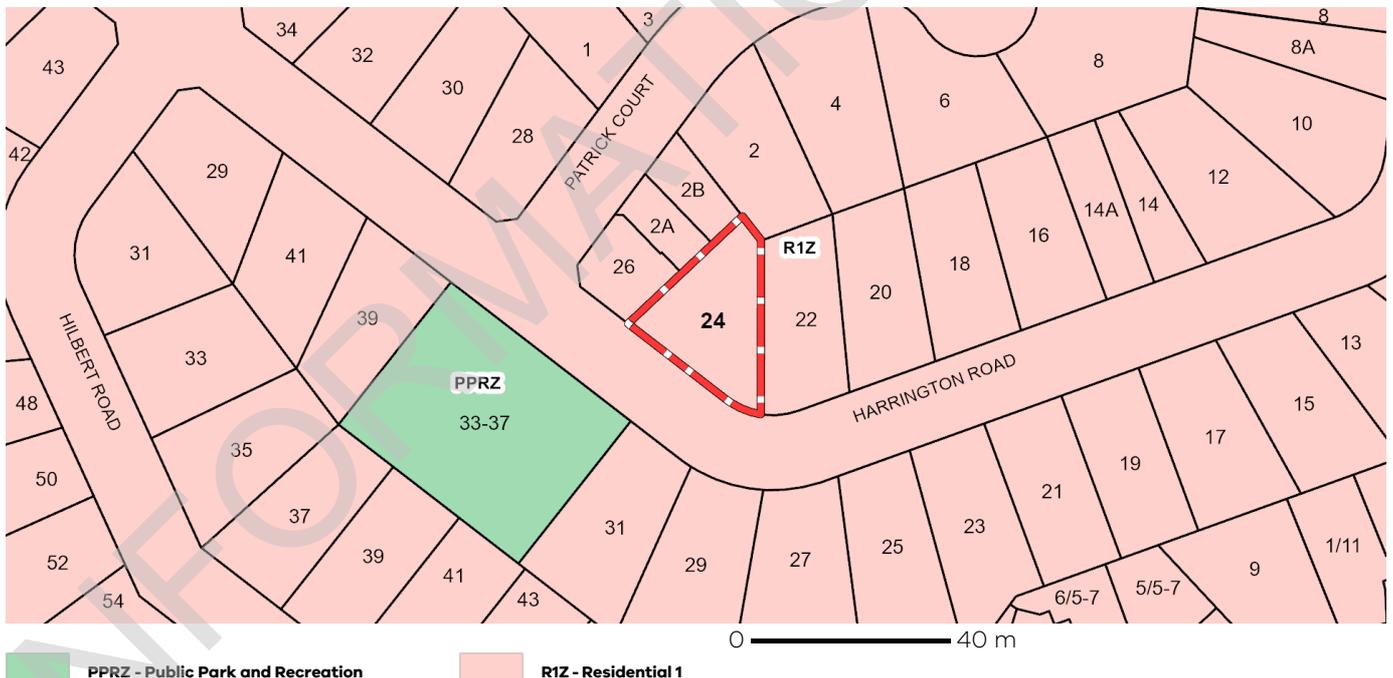
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

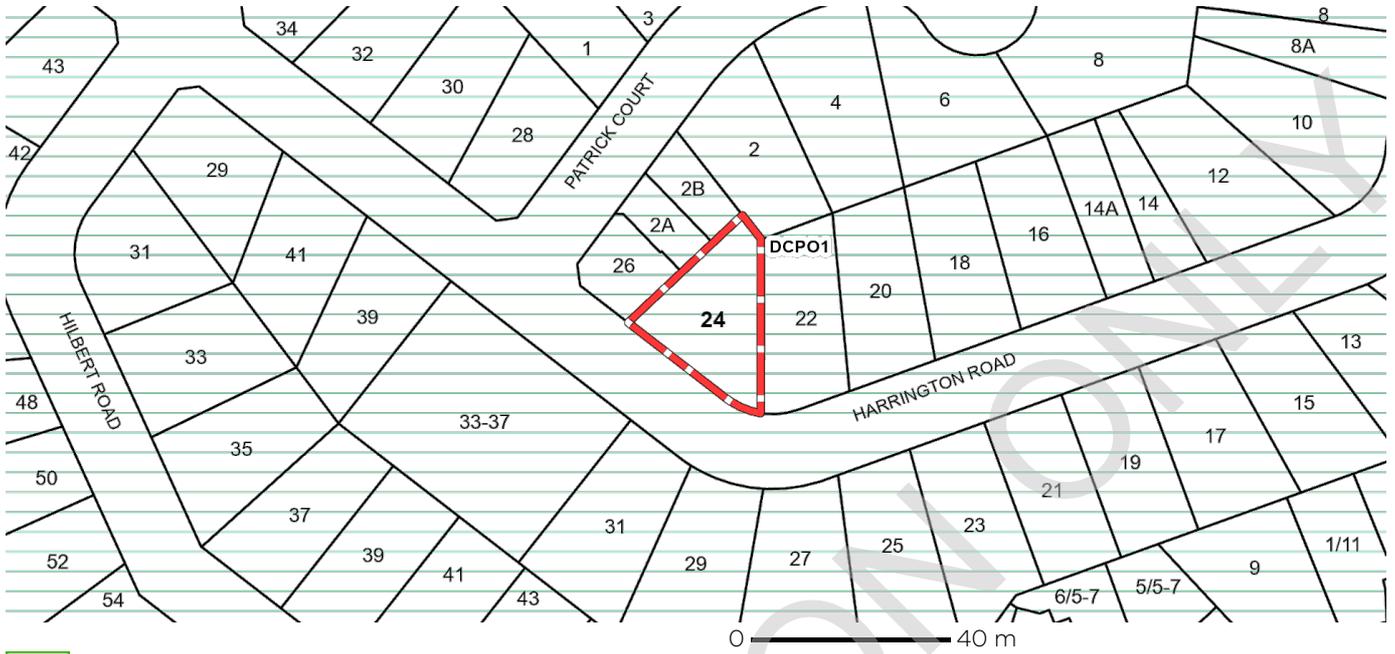
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



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

Planning Overlays

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



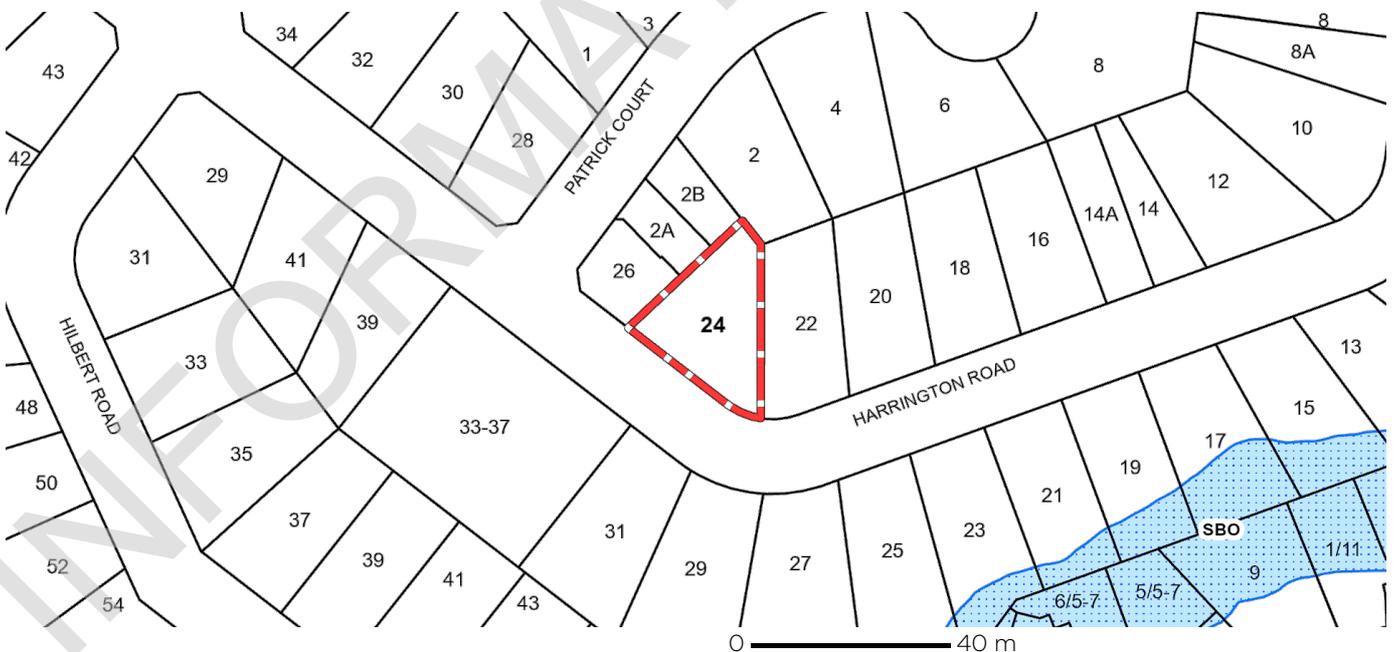
DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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

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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).

Further Planning Information

Planning scheme data last updated on 17 May 2023.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

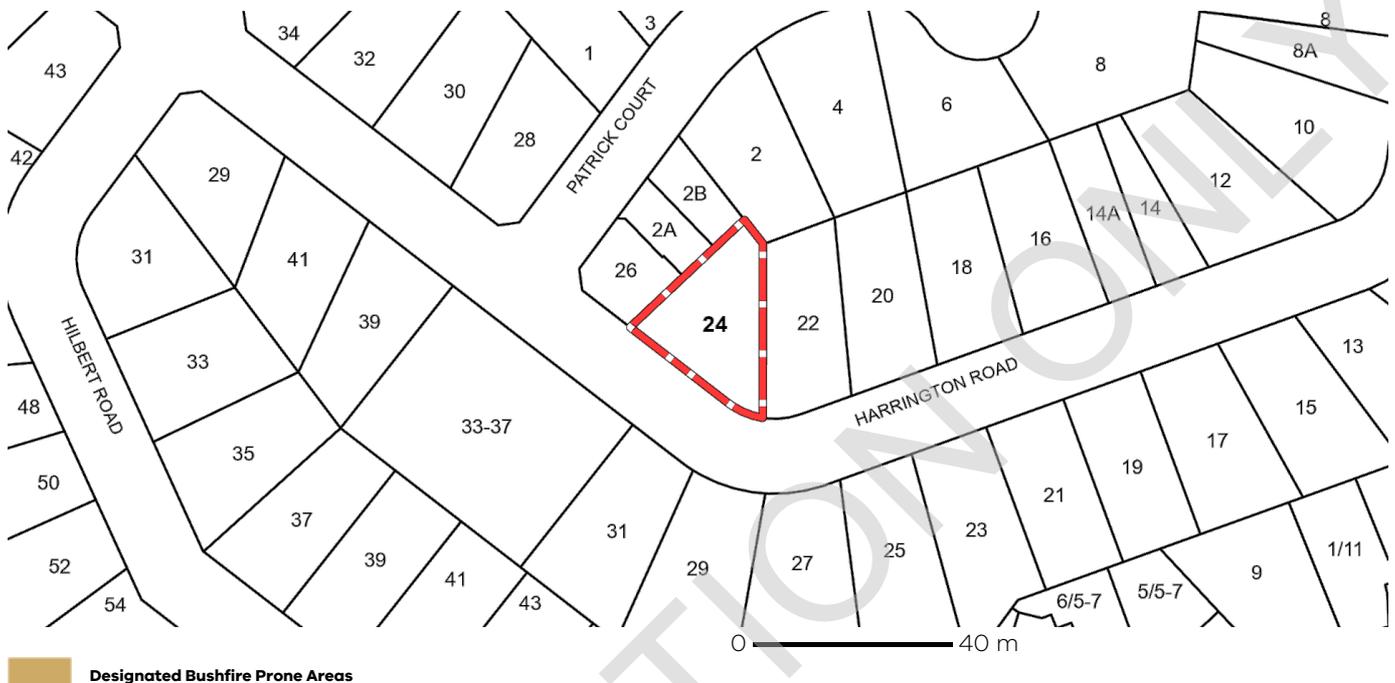
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Instalment Notice

Rates and charges period 1 July 2022 - 30 June 2023

9 Kellaway Avenue, Moonee Ponds, Victoria 3039
Phone: 9243 8888 | Email: council@mvcc.vic.gov.au
Website: mvcc.vic.gov.au | ABN: 54 651 216 324



LU & NGUYEN P/L
16 Aubrey Street
VERMONT VIC 3133



028
1028843
R4_2773

Arrears outstanding

\$0.00

Due Immediately

Instalment amount

\$398.00

DUE BY 31 May 2023

Assessment number

43219 5

Date of issue: 17 Apr 2023

Property Location: 24 Harrington Road, AIRPORT WEST VIC 3042

Payments made after 11 April 2023 will not appear on this notice

Details of rates and charges

Arrears:	\$0.00
4th Instalment:	\$398.00
Total Due:	\$398.00

If you are currently on a payment plan please continue with your agreed schedule of payments



Scan to receive your notice via email
or visit mooneevalley.enotices.com.au/signup



Ref No: 947CC1B2AV



Biller Code: 0345
Ref: 432195



Biller Code: 93658
Ref: 0432195

Payment advice

\$398.00

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

BPAY® This payment via internet or phone banking

Name: LU & NGUYEN P/L

POST



*345 432195

Property: 24 Harrington Road, AIRPORT WEST VIC
3042

Assessment number: 43219 5



**Greater
Western
Water**



542869-001 007349(30525) R

LU & NGUYEN PTY LTD
16 AUBREY STREET
VERMONT VIC 3133

My account number is

1218 0589 1118

Invoice No. T631192828

Service Address 24 Harrington Road Airport West
Lot 128 Plan 67853

Issue Date 6 May 2023

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support
(8.30am-5.00pm Mon-Fri)
Credit Card Payments &
Balances (24 hours) 13 44 99

Interpreter Service (03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au

Account summary

	PREVIOUS BILL RECEIVED	\$151.60
		\$151.60
	BALANCE	\$0.00
	YOUR USAGE	\$12.97
	NETWORK CHARGES	\$111.25
	OTHER CHARGES	\$27.42
	PLEASE PAY	\$151.64

AMOUNT DUE
\$151.64
PLEASE PAY BY
29 MAY 2023

**Every refill reduces
plastic waste**

Be a refiller, not a landfiller.
choosetap.com.au

**BE
SMART
CHOOSE
TAP**



Details of charges - Residential

Previous Bill	
Previous Bill	\$151.60
Payments Received	
08/02/2023	-\$151.60

BALANCE FORWARD **\$0.00**

Usage Charges	Bill Days	Previous Reading	Current Reading	Consumption In Kilolitres	Rate \$	Total \$
Meter Number						
MAFD64969	93	01098	01102	4.00 <small>*(Estimated to date:28/04/2023)</small>		
Total Water Consumed						
Usage Step 1 (26/01/2023 to 28/04/2023)				4.00	2.7184	\$10.87
Total				4.00		\$10.87
Sewage Disposal				2.66	0.7898	\$2.10
Total						\$2.10

TOTAL USAGE CHARGES **\$12.97**

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/04/2023 to 30/06/2023)	\$51.57
Sewerage Network Charge	(01/04/2023 to 30/06/2023)	\$59.68

TOTAL NETWORK CHARGES **\$111.25**

Other Charges	Charge \$
Waterways & Drainage Charge (01/04/2023 to 30/06/2023)	\$27.42

TOTAL OTHER AUTHORITIES' CHARGES **\$27.42**

FINAL TOTAL, PLEASE PAY THIS AMOUNT **\$151.64**

Preventing scams

We've been advised of scams directed at our customers. Please be aware we don't call customers to offer special discounts. You should always pay your account using the methods on your bill. For more tips visit scamwatch.gov.au

MyAccount, your water account online

See past and upcoming bills, pay your bill, update your information, set up direct debit or a payment plan, or apply for a concession rebate. It's easy on MyAccount. Register now at gww.com.au

Visit gww.com.au or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

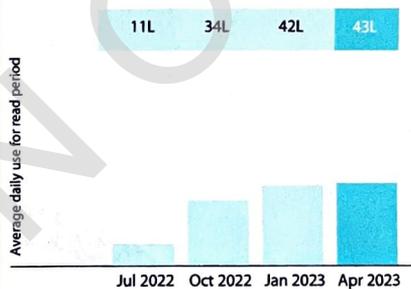
We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live. Learn more at melbournewater.com.au/wwdc

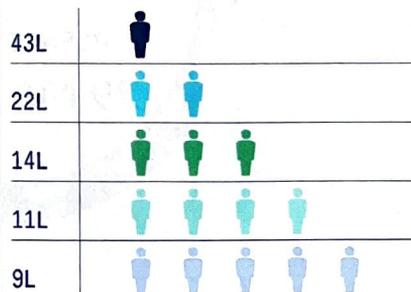
Is your household on Target 150?

Your average daily water cost for this bill is \$0.12



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



Service Address: 24 Harrington Road Airport West

DATE PAID	AMOUNT PAID	RECEIPT NO

My account number is **1218 0589 1118**

- Direct Debit:** Visit gww.com.au or call 13 44 99
- Mail cheque:** Post this slip with your cheque payable to: Greater Western Water, GPO Box 1152, Melbourne Vic 3001
- Credit Card:** Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit gww.com.au to view our support options.

B PAY Biller Code: **8789**
Ref: **1218 0589 1118**

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

POST billpay Billpay Code: **0362**
Ref: **1218 0589 1118**

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au

AMOUNT DUE

\$151.64

PLEASE PAY BY
29 MAY 2023



*362 121805891118



Statement of lands for period 1 January 2023 to 31 December 2023

Assessment number: 60803779

Level of value date: 1 January 2022

Lands owned as at midnight 31 December 2022 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	24 HARRINGTON RD, AIRPORT WEST, 3042 MOONEE VALLEY	011542164 128 L67853	\$1,725.00	\$4,250.50 TS	\$750,000

Total taxable value					\$750,000
---------------------	--	--	--	--	-----------

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†] SINGLE HOLDING TAX	^{††} PROPORTIONAL TAX	TS
This is the amount of tax you would pay on the one property.	This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.	Trust Surcharge

Electricity account

Enquiries **133 466**
 Street Light or Power Failure (24 Hrs) Jemena **131 626**



028/4294967197
 Lu & Nguyen Pty Ltd Atf Lu & Nguyen Family Trust
 16 AUBREY ST
 VERMONT VIC 3133

Internet **energyaustralia.com.au**

Customer number	0002 481 477
Account number	6884 192 099
Service address	24 Harrington RD, AIRPORT WEST, VIC 3042
Tax Invoice	Issue date 15 May 2023

Due date
01 Jun 2023

Total amount due
\$704.17

Electricity account summary 25 Mar 2023 to 09 May 2023

Plan	Basic - Home
Opening balance	\$0.00
Adjustments	
* Establish temporary supply - Bus Hrs (incl. GST)	\$646.35
Balance carried forward	\$646.35
Current charges (see over for details)	\$57.82
Total amount due (incl. GST)	\$704.17

An * means that the amount shown includes GST.

For information on greenhouse gas emissions generated from your electricity consumption please refer to the graph overleaf.

Could you save money on another plan?

Based on your past usage, our Flexi Plan (Home) plan may cost you up to \$55 less per year than your current plan.^{^^}

Call us or go online for our best deal.

Plan and estimated savings current at time of issue.

The Victorian Default Offer is a reasonably priced electricity offer set by Victoria's independent regulator. Contact us on to discuss the suitability of this plan for you.

4294967198/R1.406/20.01.1P/dftt

EnergyAustralia Pty Ltd ABN 99 086 014 968.

Your account and personal information security is our priority

Read our updated tips for keeping your information safe online at energyaustralia.com.au/onlinesecurity



EnergyAustralia
 LIGHT THE WAY

See the following pages for details of your electricity usage and service calculation.

E-99 5-98 14294967199

PROTOTYPE ONLY

Contact information

Contact Hours

For all your enquiries, our customer service hours are:

Monday to Friday: 8:00am – 7:00pm AEST

Calling from overseas? Phone +61 3 9422 2968.

Payment Assistance 133 466

Please contact us to discuss how we can help you pay your energy account including:

State Government Concession

Extended Time to Pay

Utility Relief Grant Scheme

Regular Pay Instalment Plan

Help with Hardship or Payment Difficulty

If you do not wish to receive information about

EnergyAustralia's other products and services please call

us on 1800 624 426.

Interpreter Service

1300 622 718

Servizio Interpreti

Υπηρεσία Διερμηνέων

Служба на Преведувачи на

傳譯員服務

Hearing Impaired Service

Telephone Typing (TTY) service is available for the cost of local call.

General Enquiries 133 677.

Life Support

To register life support on your account or for further information about life support please call us on 133 466.

Moving?

133 466

Contact us at least 3 business days before moving so we can finalise your account and organise electricity and gas supply to your new address. Please have your new meter numbers handy, these are located on the front of your meter. You'll be glad we moved with you. Just call 133 466.

Written Enquiries

Please direct all correspondence to: EnergyAustralia Locked Bag 14060, Melbourne City Mail Centre, 8001 or fax to 1300 363 398

Electricity payment options

If your bill has been delayed, you are entitled to an extended amount of time to pay.



Direct Debit

Call 133 466



Billpay Code: 3248

Ref: 1006 8841 9209 99

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au



Billier Code: 97410

Ref: 1006 8841 9209 99

BPAY® - Make this payment via Internet or phone banking.

BPAY View® - Receive, view and pay this bill using Internet banking.

BPAY View Registration No - 6884192099

® Registered to BPAY Pty Ltd, ABN 69 079 137 518



Mail

Please post this payslip with your cheque payable to: EnergyAustralia, GPO BOX 4491, Melbourne, Victoria 3001



Phone

Call 1300 559 873 to pay by MasterCard, Visa or American Express for payment amounts up to \$10,000.



*3248 10068841920999

Due date

01 Jun 2023

Total amount due

\$704.17
(incl. GST)

*A merchant service fee may apply to credit card payments: MasterCard or Visa - 0.36%; American Express - 1.5%. Fee is calculated on the total payment amount.

Any fees applied will be shown on your next bill and are GST inclusive. Some exemptions apply.

Office use only	Trancode	User code	Payment reference
	831	067024	10068841920999

<0000070417>

<067024>

<010068841920999>

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Your electricity usage and service calculation

Account number 6884 192 099 Billing period 25 Mar 2023 to 09 May 2023
 NMI 60015633324 Service address 24 Harrington Rd, Airport West, Vic 3042

Details	Total Usage	Charge/Rate	\$
Basic - Home			
25/03/2023 - 09/05/2023 - 46 Days			
Energy Charges			
25/03/2023 - 09/05/2023 - 46 Days			
* Basic - Home Peak Consumption (0.42754 kWh/day)^	19.667 kWh	\$0.232199 per kWh	\$4.57
* Basic - Home Supply Charge	46 days	\$1.157695 per day	\$53.25
Total Current Charges (incl. GST of \$5.26)			\$57.82

An * means that the amount shown includes GST.

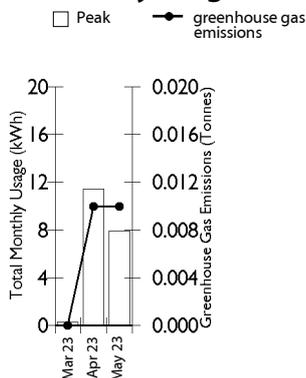
^ This figure is your usage shown as an average per day over the number of days that apply to this rate.

Next meter read

Your next meter reading is planned to occur during 3 - 13 Aug 2023.

Please ensure safe and clear access to the meter. If your meter is not accessible an estimate is taken.

Electricity usage and greenhouse gas emissions



Average daily use (kWh)
 This account: **0.43**
 Same time last year: **0**

Average Peak cost per day (incl. GST): **\$0.10**

Total greenhouse gas emissions (Tonnes) this account: **0.02**

For more information visit www.switchon.vic.gov.au

To reduce your greenhouse gas emissions, call us on 133 466 to find out how you can support green energy.

You can go to Victorian Energy Compare to compare other energy plans at compare.energy.vic.gov.au

Your household daily consumption (kWh)	Average daily consumption benchmark (kWh)	Rating
0.43		
1 person icon	7.43	✓
2 people icons	12.23	✓
3 people icons	12.66	✓
4 people icons	14.54	✓
5 people icons	18.67	✓

Compare your electricity usage with similar households in your area.

How it works:

- Select the household size that represents the number of people in your home,
- Compare the 'Average daily consumption benchmark' to 'Your household daily consumption'.

To find out more about how average household energy usage is calculated and get some energy efficiency tips, visit www.energymadeeasy.gov.au

This benchmark applies to residential electricity consumption. It is calculated based on figures provided by the Australian Energy Regulator (AER) and is indicative only. Consumption benchmarks exclude some large appliances, such as pool pumps, and generation systems (e.g. PV). For more information or useful energy efficiency tips, visit: www.energymadeeasy.gov.au

^^ Estimated savings or best plan confirmation shown on the front of your bill are based on your past 12 months usage, or your available usage data (if less than 12 months) and our current in market plans at the time this bill was issued. We update our plans from time to time. If you switch plans, the amount you may save will depend on the plan you choose and the amount of energy you use. Go to energyaustralia.com.au/vic-changes to find out more.

For this billing period the following index reads have been provided by your distributor. A value of zero may be the result of the information not being available.

Meter Number	Start Date	Reading	End Date	Reading
2029245	25/03/2023	0	09/05/2023	19.667

Electricity account

Enquiries **133 466**
 Street Light or Power Failure (24 Hrs) Jemena **131 626**



028/4294967197
 Lu & Nguyen Pty Ltd Atf Lu & Nguyen Family Trust
 MR Michael Lu
 16 Aubrey ST
 Vermont, VIC 3133

Internet **energyaustralia.com.au**

Customer number	0002 481 477
Account number	2899 989 806
Service address	24B Harrington RD, Airport West, VIC 3042
Tax Invoice	Issue date 12 May 2023

Due date
31 May 2023

Total amount due
\$698.99

Electricity account summary 25 Mar 2023 to 06 May 2023

Plan	Basic - Home
Opening balance	\$0.00
Adjustments	
* Establish temporary supply - Bus Hrs (incl. GST)	\$646.35
Balance carried forward	\$646.35
Current charges (see over for details)	\$52.64
Total amount due (incl. GST)	\$698.99

An * means that the amount shown includes GST.

For information on greenhouse gas emissions generated from your electricity consumption please refer to the graph overleaf.

Could you save money on another plan?

Based on your past usage, our Flexi Plan (Home) plan may cost you up to \$52 less per year than your current plan.^{^^}

Call us or go online for our best deal.

Plan and estimated savings current at time of issue.

The Victorian Default Offer is a reasonably priced electricity offer set by Victoria's independent regulator. Contact us on to discuss the suitability of this plan for you.

4294967198/R1.406/20.01.1P/dft

EnergyAustralia Pty Ltd ABN 99 086 014 968.

Your account and personal information security is our priority

Read our updated tips for keeping your information safe online at energyaustralia.com.au/onlinesecurity



EnergyAustralia
 LIGHT THE WAY

See the following pages for details of your electricity usage and service calculation.

E-99 5-98 14294967199

PROTOTYPING ONLY

Contact information

Contact Hours

For all your enquiries, our customer service hours are:

Monday to Friday: 8:00am – 7:00pm AEST

Calling from overseas? Phone +61 3 9422 2968.

Payment Assistance 133 466

Please contact us to discuss how we can help you pay your energy account including:

State Government Concession

Extended Time to Pay

Utility Relief Grant Scheme

Regular Pay Instalment Plan

Help with Hardship or Payment Difficulty

If you do not wish to receive information about

EnergyAustralia's other products and services please call

us on 1800 624 426.

Interpreter Service

1300 622 718

Servizio: Interpreti

Υπηρεσία Διερμηνέων

Служба на Преведувачи на

傳譯員服務

Hearing Impaired Service

Telephone Typing (TTY) service is available for the cost of local call.

General Enquiries 133 677.

Life Support

To register life support on your account or for further information about life support please call us on 133 466.

Moving?

133 466

Contact us at least 3 business days before moving so we can finalise your account and organise electricity and gas supply to your new address. Please have your new meter numbers handy, these are located on the front of your meter. You'll be glad we moved with you. Just call 133 466.

Written Enquiries

Please direct all correspondence to: EnergyAustralia Locked Bag 14060, Melbourne City Mail Centre, 8001 or fax to 1300 363 398

Electricity payment options

If your bill has been delayed, you are entitled to an extended amount of time to pay.



Direct Debit

Call 133 466



Billpay Code: 3248

Ref: 1002 8999 8980 66

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au



Bill Code: 97410

Ref: 1002 8999 8980 66

BPAY® - Make this payment via Internet or phone banking.

BPAY View® - Receive, view and pay this bill using Internet banking.

BPAY View Registration No - 2899989806

® Registered to BPAY Pty Ltd, ABN 69 079 137 518



Mail

Please post this payslip with your cheque payable to: EnergyAustralia, GPO BOX 4491, Melbourne, Victoria 3001



Phone

Call 1300 559 873 to pay by MasterCard, Visa or American Express for payment amounts up to \$10,000.



*3248 10028999898066

Due date

31 May 2023

Total amount due

\$698.99
(incl. GST)

*A merchant service fee may apply to credit card payments: MasterCard or Visa - 0.36%; American Express - 1.5%. Fee is calculated on the total payment amount.

Any fees applied will be shown on your next bill and are GST inclusive. Some exemptions apply.

Office use only	Trancode	User code	Payment reference
	831	067024	10028999898066

<0000069899>

<067024>

<010028999898066>

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Your electricity usage and service calculation

Account number 2899 989 806 Billing period 25 Mar 2023 to 06 May 2023
 NMI 60015633318 Service address 24B Harrington Rd, Airport West, Vic 3042

Details	Total Usage	Charge/Rate	\$
Basic - Home			
25/03/2023 - 06/05/2023 - 43 Days			
Energy Charges			
25/03/2023 - 06/05/2023 - 43 Days			
* Basic - Home Peak Consumption (0.28495 kWh/day)^	12.253 kWh	\$0.232199 per kWh	\$2.85
* Basic - Home Supply Charge	43 days	\$1.157695 per day	\$49.79
Total Current Charges (incl. GST of \$4.79)			\$52.64

An * means that the amount shown includes GST.

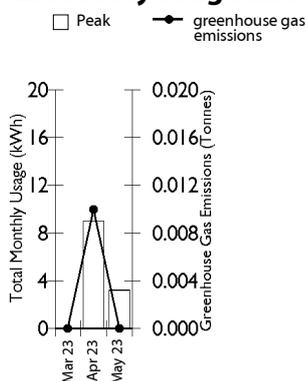
^ This figure is your usage shown as an average per day over the number of days that apply to this rate.

Next meter read

Your next meter reading is planned to occur during 31 Jul - 10 Aug 2023.

Please ensure safe and clear access to the meter. If your meter is not accessible an estimate is taken.

Electricity usage and greenhouse gas emissions



Average daily use (kWh)
 This account: **0.28**
 Same time last year: **0**

Average Peak cost per day (incl. GST): **\$0.07**

Total greenhouse gas emissions (Tonnes) this account: **0.01**

For more information visit www.switchon.vic.gov.au

To reduce your greenhouse gas emissions, call us on 133 466 to find out how you can support green energy.

You can go to Victorian Energy Compare to compare other energy plans at compare.energy.vic.gov.au

Your household daily consumption (kWh)	Average daily consumption benchmark (kWh)	Rating
0.28		
1 person icon	7.43	✓
2 people icons	12.23	✓
3 people icons	12.66	✓
4 people icons	14.54	✓
5 people icons	18.67	✓

Compare your electricity usage with similar households in your area.

How it works:

- Select the household size that represents the number of people in your home,
- Compare the 'Average daily consumption benchmark' to 'Your household daily consumption'.

To find out more about how average household energy usage is calculated and get some energy efficiency tips, visit www.energymadeeasy.gov.au

This benchmark applies to residential electricity consumption. It is calculated based on figures provided by the Australian Energy Regulator (AER) and is indicative only. Consumption benchmarks exclude some large appliances, such as pool pumps, and generation systems (e.g. PV). For more information or useful energy efficiency tips, visit: www.energymadeeasy.gov.au

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For this billing period the following index reads have been provided by your distributor. A value of zero may be the result of the information not being available.

Meter Number	Start Date	Reading	End Date	Reading
2033497	25/03/2023	0	06/05/2023	12.253

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



Lu & Nguyen Pty Ltd

**CONTRACT OF SALE
&
VENDOR'S STATEMENT**

LOT ___ / 24 Harrington Road, Airport West VIC 3042

PO BOX 1089
ST ALBANS VIC 3021
Phone: 03 9366 8818 Fax: 03 9366 9918
Email: sally@bossconveyancing.com