

Contract of Sale of Land

Property address:

71 Mushu Street DEANSIDE VIC 3336 VACANT LAND

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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 that Act. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 an 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
dd/mm/yyyy

Print name(s) of person(s) 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).

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

Russell John Blair

Kim Maree Anne Blair

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.

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

Particulars of sale

Vendor’s estate agent

Name:	Harcourts Rata & Co West
Address:	1/240 Caroline Springs Boulevard CAROLINE SPRINGS VIC 3023
Telephone:	9465 7766
Fax:	
Email:	sold@rataandco.com.au

Vendor

Name(s):	Russell John Blair and Kim Maree Anne Blair
Address:	
Telephone:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Danny Beranic Conveyancing	
Address:	1/152 HIGH STREET BELMONT VIC 3216	
Telephone:	0416 016 177	0416 016 177
Fax:		
Email:	conveyancing@dannyberanic.com.au	kylee@dannyberanic.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 6 and 12)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	12479	Folio	543	157	PS845441F

Property address
The address of the land

71 Mushu Street DEANSIDE VIC 3336

Goods sold with the land
General condition 5.2(f). List
or attach schedule.

VACANT LAND

Payment

Price \$

Deposit \$

by
dd/mm/yyyy

(of which [amount] has been
paid)

Balance payable at settlement \$

Deposit bond

General condition 14 applies only if the box is checked

Bank guarantee

General condition 15 applies only if the box is checked

GST (general condition 18)

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

--

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

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

Settlement (general condition 16 and 25.2)

Agents Do not Insert a settlement date between 20th December and 15th January refer Special Condition 6

Is due on:
dd/mm/yyyy

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 4.1)

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

Terms contract (general condition 29)

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 29 and add any further provisions by way of special conditions.

Loan (general condition 19) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

General condition 20 applies only if the box is checked

Pest report

General condition 21 applies only if the box is checked

Special conditions

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

SPECIAL CONDITIONS

Contract of Sale of Land—Special Conditions

1. **Auction**

If the property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

2. **Certain General Conditions Not Applicable**

General Conditions 30.4,30.5,30.6 shall not apply to this contract.

3. **Rate certificates/Adjustments**

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. Should the purchaser fail to obtain and provide certificates then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such instance they forfeit any right and or ability to adjust after settlement or at settlement.

If the property is not separately assessed in respect of any rates, levies, body corporate insurance premiums, body corporate fees or other outgoings then for the purposes of apportionment, the outgoings shall be apportioned between the Vendors and the purchasers in the same proportion that the lot liability of the property shown on the subdivision bears to the total liability of all the lots shown on the subdivision.

4. **Breach**

General Condition 31 is amended by adding the following new paragraph at the end of the condition.

The Purchaser acknowledges that the following items constitute reasonable foreseeable loss

The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay

- (a) Expenses payable by Vendor under any existing loans secured over the property or other property of the Vendor associated with this settlement.
- (b) The Purchaser must pay a re-scheduling settlement fee of \$220.00 to the Vendors representation if the settlement is delayed to the next business day. The re-scheduling fee is payable by the Purchaser for each and every daily delay. The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay.
- (c) The Vendor also reserves the right to pass onto to the Purchaser
The Vendors Legal costs and additional Conveyancing expenses incurred due to the breach including the cost of issuing and Default Notice and or Rescission Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the Vendors representative.

5. The Purchaser acknowledges being provided a copy of the Due Diligence checklist prior to signing of this contract.

6. **CHRISTMAS HOLIDAY PERIOD**

Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 18 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year. Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition .

NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA") and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:
The vendor named in the contract is not registered or required to be registered for GST.

Contract of Sale of Land - General Conditions

Contract Signing

1. NOMINEE

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

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.

Title

4. ENCUMBRANCES

4.1 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.

4.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

5. VENDOR WARRANTIES

5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.

5.2 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.

5.3 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.

5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

5.5 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.

5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

6. IDENTITY OF THE LAND

- 6.1 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.
- 6.2 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.

7. SERVICES

- 7.1 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.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

8. 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.

9. TRANSFER & DUTY

- 9.1 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.
- 9.2 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.

10. RELEASE OF SECURITY INTEREST

- 10.1 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.
- 10.2 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 10.4, 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.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 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.
- 10.5 Subject to general condition 10.6, 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.

- 10.6 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 10.5 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.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(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.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(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.
- 10.11 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.
- 10.12 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 10.11.
- 10.13 If settlement is delayed under general condition 10.12 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.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

11. 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.

12. GENERAL LAW LAND

- 12.2 The remaining provisions of this general condition 12 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 12.3 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.
- 12.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.5 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.
- 12.6 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.
- 12.7 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 12.8 General condition 16.1 [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

13. DEPOSIT

- 13.1 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.
- 13.2 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.
- 13.3 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 23 and 24 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.
- 13.4 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.
- 13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13.6 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.
- 13.7 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.
- 13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 13.11 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.

14. DEPOSIT BOND

- 14.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 14.2 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.
- 14.3 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.

- 14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 14.5 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 34.2 [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.
- 14.6 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 14.5 to the extent of the payment.
- 14.7 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 14.6.
- 14.8 This general condition is subject to general condition 13.2 [deposit].

15. BANK GUARANTEE

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 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)*.
- 15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 15.4 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 34.2 [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.
- 15.5 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 15.4.
- 15.6 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 15.4 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 13.2 [deposit].

16. SETTLEMENT

- 16.1 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.
- 16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 16.3 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.

17. ELECTRONIC SETTLEMENT

- 17.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.
- 17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.
- 17.3 Each party must:
- 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.
- 17.4 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.
- 17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 17.6 Settlement occurs when the workspace records that:
- 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
 - if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 17.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day, or
 - 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 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 17.8 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.
- 17.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

18. GST

- 18.1 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).
- 18.2 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.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.

19. LOAN

- 19.1 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.
- 19.2 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.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

20. BUILDING REPORT

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 20.2 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.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 20.4 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.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

21. PEST 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 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.
- 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 pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

22. ADJUSTMENTS

- 22.1 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.
- 22.2 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.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 23.1 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.
- 23.2 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.
- 23.3 The remaining provisions of this general condition 27 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 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.
- 23.9 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.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

24. GST WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 The remaining provisions of this general condition 24 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 24 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 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 lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, 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.
- 24.10 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.
- 24.11 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.
- 24.12 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 24.11; 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

25. TIME & CO OPERATION

- 25.1 Time is of the essence of this contract.
- 25.2 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.
- 25.3 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.
- 25.4 Any unfulfilled obligation will not merge on settlement.

26. SERVICE

- 26.1 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.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [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.
- 26.3 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.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28. 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.

29. TERMS CONTRACT

- 29.1 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.

29.2 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.

30. LOSS OR DAMAGE BEFORE SETTLEMENT

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

30.2 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.

30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.

30.4 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 30.2 at settlement.

30.5 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.

30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

31. 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

32. 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.

33. DEFAULT NOTICE

33.1 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.

33.2 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.

34. DEFAULT NOT REMEDIED

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

GUARANTEE and INDEMNITY

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

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of
 Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of
 Witness

Director(Sign)

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INFORMATION ONLY

SECTION 32 **STATEMENT**

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

Vendor:	Russell John Blair and Kim Maree Anne Blair
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Property:	71 Mushu Street DEANSIDE VIC 3336
------------------	-----------------------------------

VENDORS REPRESENTATIVE

Danny Beranic Conveyancing
1/152 HIGH STREET
BELMONT VIC 3216
Tel: 0416 016 177
Email: conveyancing@dannyberanic.com.au

Ref: 7070

SECTION 32 STATEMENT
71 Mushu Street DEANSIDE VIC 3336

32A FINANCIAL MATTERS

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-

Melton Shire Council

City West Water

Their total does not exceed \$5,000.00

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

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.

Commercial and Industrial Property Tax

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes No

The AVPCC number is: 100

The Entry Date of the land was: N/A

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

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 under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

- (a) Planning Scheme: **Melton Planning Scheme**
Responsible Authority **Melton City Council**
Zoning: **Urban Growth Zone**
Planning Overlay/s: **Infrastructure Contributions Overlay**

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land 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.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not 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 any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title: **Volume 12479 Folio 543**

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.

SECTION 32 STATEMENT
71 Mushu Street DEANSIDE VIC 3336

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- Plan of Subdivision PS845441F
- Covenant PS845441F
- Memorandum of Common Provisions AA7228
- Planning Property Report
- Council Rate Notice
- Water Rate Notice
- **Due Diligence** Checklist

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Russell John Blair	Kim Maree Anne Blair
--------------------	----------------------

Signature/s of the Vendor

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 12479 Folio 543

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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 12479 FOLIO 543

Security no : 124132510340A
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LAND DESCRIPTION

Lot 157 on Plan of Subdivision 845441F.
PARENT TITLE Volume 12457 Folio 632
Created by instrument PS845441F 05/06/2023

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
KIM MAREE ANNE BLAIR of 9 LAURA AVENUE BELMONT VIC 3216
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
RUSSELL JOHN BLAIR of 9 LAURA AVENUE BELMONT VIC 3216
AW951939P 19/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW951940F 19/06/2023
MACQUARIE BANK LTD

COVENANT PS845441F 05/06/2023

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

DIAGRAM LOCATION

SEE PS845441F 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: 71 MUSHU STREET DEANSIDE VIC 3336

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 19/06/2023

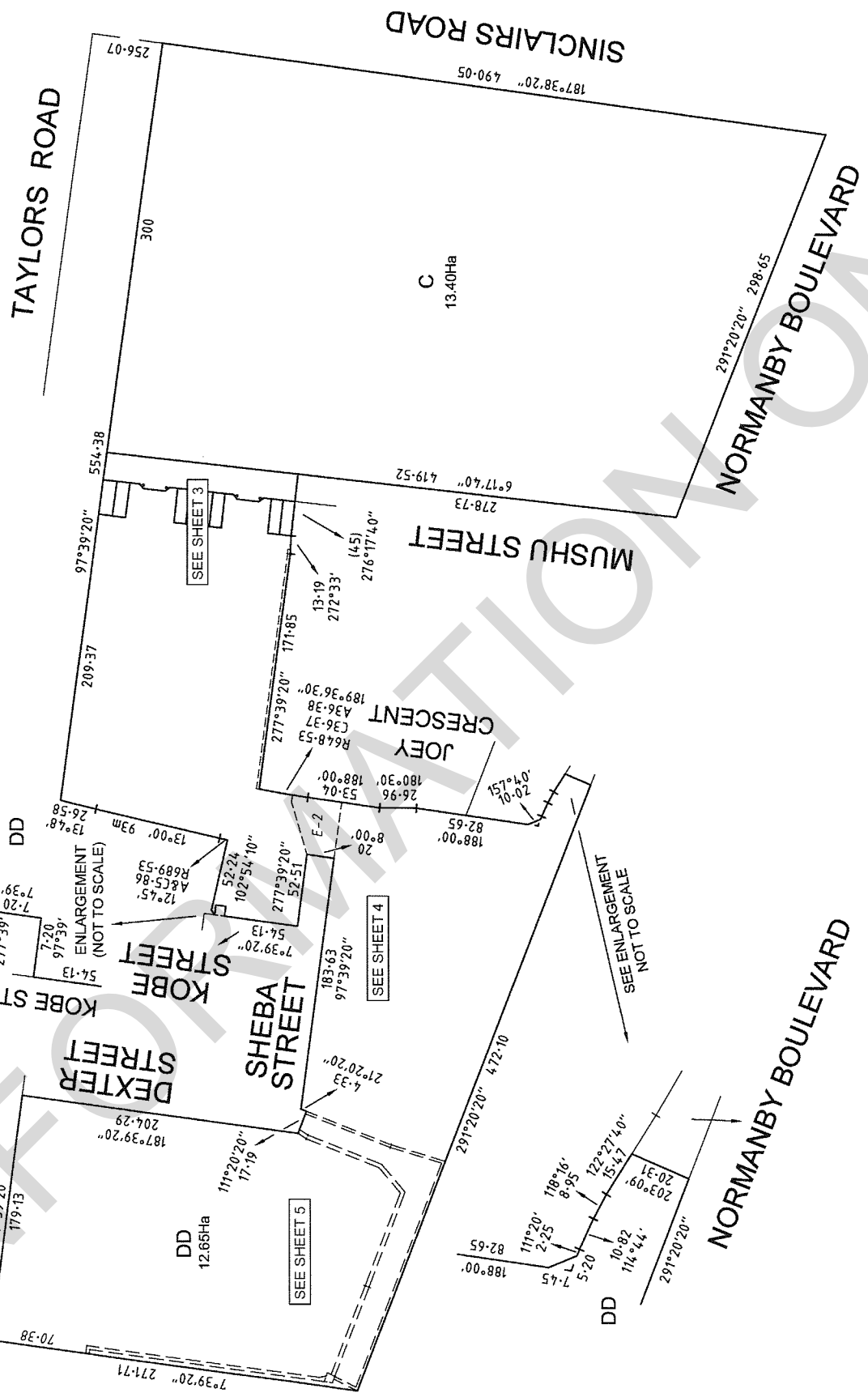
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 26/02/2026, for Order Number 90329567. Your reference: 7070.

INFORMATION ONLY

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS845441F	
LOCATION OF LAND		Council Name: Melton City Council Council Reference Number: Sub5974 Planning Permit Reference: PA2017/5814 SPEAR Reference Number: S165933C		
PARISH : MARIBYRNONG TOWNSHIP : - - - - SECTION : 1 CROWN ALLOTMENT : B & C (PARTS) CROWN PORTION : - - - - TITLE REFERENCE : VOL FOL LAST PLAN REFERENCE : LOT CC ON PS843287Y POSTAL ADDRESS : 22-66 SINCLAIRS ROAD (At time of subdivision) DEANSIDE 3336 MG494 Co-ordinates E 297 611 ZONE: 55 (of approx centre of land in plan) N 5822 658 GDA 94	Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Karen Gaskett for Melton City Council on 21/10/2021 Statement of Compliance issued: 23/05/2023			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is not a staged subdivision. Planning Permit No. PA2017/5814 DEPTH LIMITATION Does Not Apply		
ROAD R1	MELTON CITY COUNCIL			
Various lot numbers have been omitted from this plan.				
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> DEANSIDE CENTRAL ESTATE STAGE 1B - 8 LOTS + LOTS C & DD AREA = 4735m² </div>		This plan is based on survey. 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)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS810031X	MELTON CITY COUNCIL
E-2	CARRIAGEWAY	SEE PLAN	PS843287Y	ALL LOTS IN PS843287Y
E-2	TELECOMMUNICATION (Transmission By Underground Cables)	SEE PLAN	PS843287Y	ALL LOTS IN PS843287Y
E-2	DRAINAGE	SEE PLAN	PS843287Y	MELTON CITY COUNCIL
E-2	GAS TRANSMISSION PIPELINE	SEE PLAN	PS843287Y	AUSNET GAS SERVICES PTY LTD
E-2	POWERLINE	SEE PLAN	PS843287Y - SEC 88 ELEC IND ACT 2000	POWERCOR AUSTRALIA LTD
E-2	PIPELINE OR ANCILLARY PURPOSES	SEE PLAN	PS843287Y - SEC 136 WATER ACT 1989	CITY WEST WATER CORPORATION
E-3, E-5	SEWERAGE	SEE PLAN	PS843287Y	CITY WEST WATER CORPORATION
E-4, E-5	DRAINAGE	SEE PLAN	PS843287Y	MELTON CITY COUNCIL
		REFERENCE: 98085		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6
		Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (08), 30/09/2021, SPEAR Ref: S165933C		PLAN REGISTERED TIME: 2.11pm DATE: 5 / 6 / 2023 HEATH RICHARDS Assistant Registrar of Titles

PS845441F



SCALE 1:3000	ORIGINAL SHEET SIZE: A3	SHEET 2
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LENGTHS ARE IN METRES

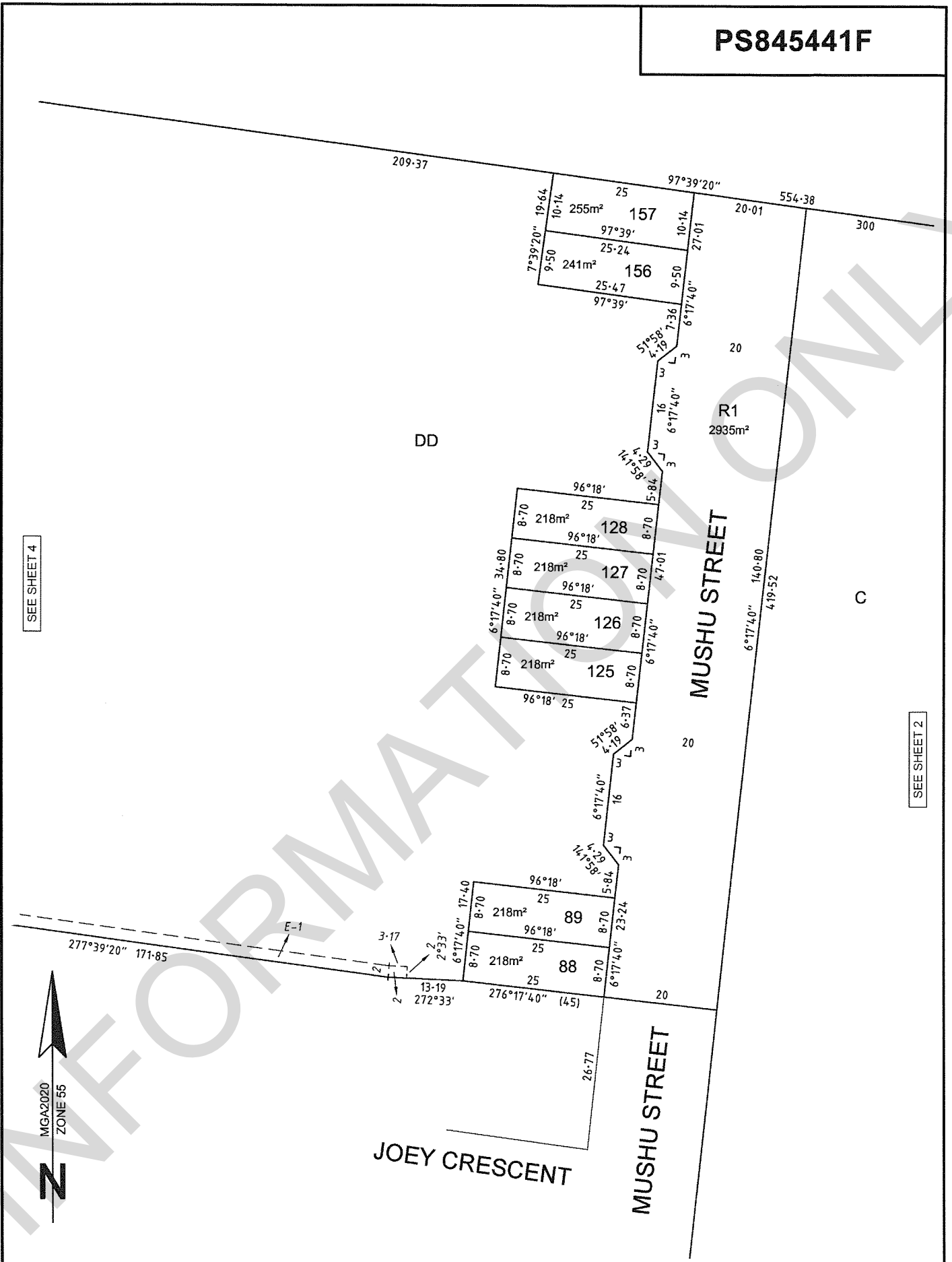
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30/09/2021, SPEAR Ref: S165933C

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Melton City Council,
21/10/2021,
SPEAR Ref: S165933C

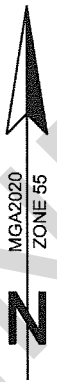
Amended by: Rodney Olsen, Licensed Surveyor 01/06/2023.

PS845441F



SEE SHEET 4

SEE SHEET 2



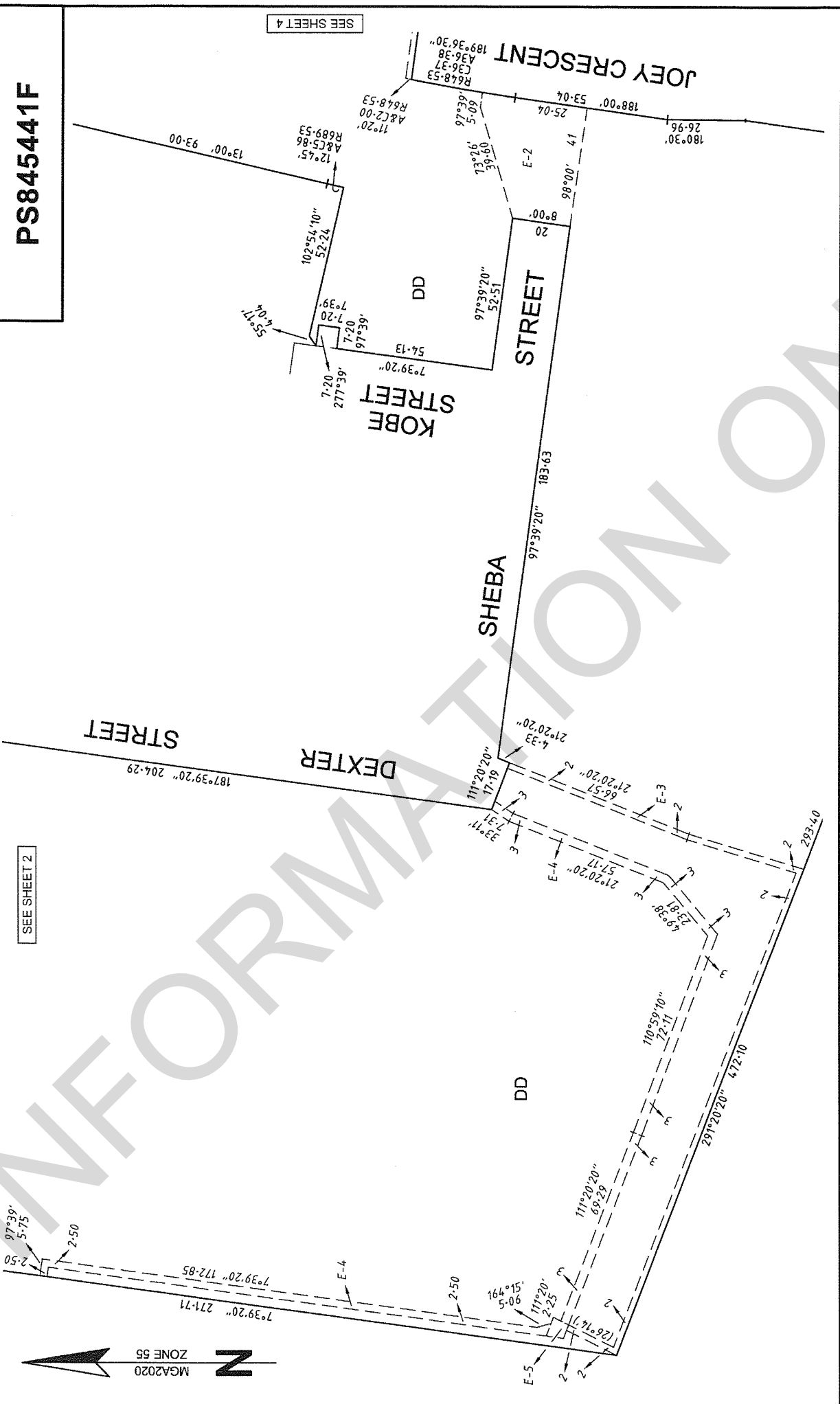
MGA2020
ZONE 55

	SCALE 1:600	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (08), 30/09/2021, SPEAR Ref: S165933C		Digitally signed by: Melton City Council, 21/10/2021, SPEAR Ref: S165933C	

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SEE SHEET 2

SEE SHEET 4



	SCALE 1:1200	LENGTHS ARE IN METRES 12 0 12 24 36 48	ORIGINAL SHEET SIZE: A3	SHEET 5
	Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (08), 30/09/2021, SPEAR Ref: S165933C			
Digitally signed by: Rodney Olsen, Licensed Surveyor, Melton City Council, 21/10/2021, SPEAR Ref: S165933C				

PS845441F

CREATION OF RESTRICTION

Land to benefit: All lots in this plan (except lots C & DD)
 Land to be burdened: All lots in this plan (except lots C & DD)

DESCRIPTION OF RESTRICTION

Except with the written consent of the Design Assessment Panel, the registered proprietor or proprietors for the time being of the burdened lots on this Plan of Subdivision shall not:

Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the approved design guidelines and memorandum of common provisions (MCP) registered in dealing No. AA7228.

- 1) Construct or allow to be constructed any building or structure on the lot prior to:
 - (a) Copies of building plans, elevations, roof plans, site plans (incorporating setbacks from all boundaries, existing contours, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedules of external colours and materials have been submitted to the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (b) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time have given its written approval to the plans prior to the commencement of works.
- (2) Lots smaller than 300m² will not be assessed by the Design Assessment Panel. These lots must not construct or allow to be constructed any building or structure on the lot that does not comply with the Victorian Planning Authority Small Lot Housing Code for Type A lots.

Unless otherwise specified in these restrictions all restrictions shall cease to apply to or affect the burdened land ten (10) years after the date of registration of this plan.



REFERENCE: 98085	ORIGINAL SHEET SIZE: A3	SHEET 6
Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (08), 30/09/2021, SPEAR Ref: S165933C	Digitally signed by: Melton City Council, 21/10/2021, SPEAR Ref: S165933C	

AA7228

Memorandum of common provisions Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by

Name: RIGBY COOKE LAWYERS
Phone: 03 9321 7888
Address: LEVEL 11, 360 ELIZABETH STREET MELBOURNE VIC 3000
Reference: MLB:DPM:20180380
Customer Code: 19431P

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

GENERAL

- A. This MCP has been prepared to regulate the siting, form and design of residential development so as to create a high level of amenity for occupiers of Lots within the Plan of Subdivision.
- B. The provisions of this MCP are incorporated into one or more restrictions created by the Plan of Subdivision.
- C. This MCP imposes restrictions on the design and siting of Buildings.
- D. Some of the matters addressed in this MCP may not be covered by the Building Regulations.

1. DEFINITIONS

- 1.1. "Building" has the same meaning as in the Building Act.
- 1.2. "Building Act" means the *Building Act 1993* as amended from time to time.
- 1.3. "Building Permit" means a building permit in terms of the Building Act.
- 1.4. "Building Regulations" means the *Building Regulations 2006* as amended from time to time.
- 1.5. "Corner Lot" means any lot that has more than one boundary that abuts the Public Realm.
- 1.6. "Corner Lot Primary Street Frontage" means the shorter frontage adjacent to the street, unless otherwise noted on the Plan of Subdivision.
- 1.7. "Design Guidelines" means the "Deanside Central Housing Design Guidelines" prepared by the developer as amended from time to time.
- 1.8. "DCDP" means the Deanside Central Design Panel appointed by the developer.
- 1.9. "Entry Feature" includes verandas, porches and pergolas.
- 1.10. "Habitable Room" has the same meaning as in the Building Code of Australia.

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- 1. The provisions are to be numbered consecutively from number 1.
- 2. Further pages may be added but each page should be consecutively numbered.
- 3. To be used for the inclusion of provisions in instruments and plans.

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- 1.11. **“Lot”** means a lot on the Plan of Subdivision.
 - 1.12. **“MCP”** means this memorandum of common provisions.
 - 1.13. **“Plan of Subdivision”** means plan of subdivision PS810031X which incorporates this MCP.
 - 1.14. **“Planning Act”** means the *Planning and Environment Act 1987* as amended from time to time.
 - 1.15. **“Planning Permit”** means a permit issued under the Planning Act.
 - 1.16. **“Planning Scheme”** means the Melton Planning Scheme.
 - 1.17. **“Public Realm”** is any land that is within the ownership of a public body, including Council and servicing authorities.
 - 1.18. **“Private Open Space”** has the same meaning as that in the Building Regulations.
 - 1.19. **“Primary Street Frontage”** is the boundary that abuts the Public Realm.
 - 1.20. **“Setback”** means the distance from the Lot boundary to the main wall of the Building.

2. EXEMPTION FROM THE NEED FOR A PLANNING PERMIT

- 2.1. Lots that are less than 300m² do not require a Planning Permit under the Planning Scheme nor do they require DCDP approval. .
- 2.2. Lots less than 300 m² are subject to the *Small Lot Housing Code (SLHC)*.

3. HOUSE DESIGN AND LAYOUT

3.1. Street address

- 3.1.1. Similar facades will not be allowed within three lots of each other long both sides of the street.
Building must have a legible street address which is clearly visible.

3.2. Vehicle access and driveways

- 3.2.1. Each dwelling must have a maximum of one cross-over per frontage.
- 3.2.2. The driveway must be setback from closest side boundary by at least 500mm to allow for landscaping strip.
- 3.2.3. Each dwelling must have a driveway before occupancy of that dwelling.
- 3.2.4. The driveway must not exceed the width of the garage opening.
- 3.2.5. Corner lot dwelling driveways must not be located where primary and secondary frontages meet.

3.3. Building setbacks

- 3.3.1. Entry features such as porches, verandas and porticos a maximum of 4m in height may encroach up to 1.5m into the front Setback.
- 3.3.2. Eaves, fascia, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services must not encroach more than 500mm into specified Setback excluding garage walls on the boundary.

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-
- 3.3.3. All lots must have a
 - 3.3.3.1. minimum front Setback of 4.0m
 - 3.3.3.2. minimum side Setback of 1m on at least one side of the lot; and
 - 3.3.3.3. minimum rear Setback of 3.0m.
 - 3.3.4. Lots greater than 300m² must have a
 - 3.3.4.1. minimum side Setback of 1m on at least one side of the lot; and
 - 3.3.5. Corner Lots must have a
 - 3.3.5.1. Minimum 2m Setback from the secondary street frontage; and
 - 3.3.5.2. Front entry and eaves, gutters and fascia may encroach 1m into this side Setback.
 - 3.3.6. Garages must be set back minimum 5.0m from front boundary if accessed from front of lot.
 - 3.3.7. All dwelling setbacks must comply with building envelope plans.

3.4. Land Form (Retaining Walls)

- 3.4.1. Retaining walls are to be a maximum 1m high but may be higher when multiple walls with graded slopes in conjunction with landscape treatment are employed.
- 3.4.2. Landscaping strips of approximately 200mm in front of retaining walls will generally be approved.
- 3.4.3. Retaining walls visible from the street must be constructed from a material and finish matching the dwelling, to the satisfaction of the DCDP.

4. HOUSE STYLE GUIDE

4.1. Front façade and articulation

- 4.1.1. Each dwelling must incorporate a front entry point that is readily visible from the primary street frontage and complementary to the overall design.
- 4.1.2. 4.1.2 The front entry point must take the form of a portico, porch, veranda or other feature, to the satisfaction of the DCDP.
- 4.1.3. Building shall incorporate a useable front veranda or porch element into the front façade. Parapet porticos are not permitted.
- 4.1.4. For Corner Lot:
 - 4.1.4.1. Building must be designed with a secondary façade addressing the side street. Blank facades are not permitted.
 - 4.1.4.2. Features of primary façade including verandas or porch elements, materials and window treatments shall be continued on the secondary façade for at least 6m from the primary façade.
 - 4.1.4.3. All services, hot-water systems and air-conditioners must not be visible from adjoining streets and public spaces.

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4.2. Building heights

4.2.1. Building heights are subject to zoning requirements:

- 4.2.1.1. Lots zoned General Residential shall have a maximum building height of 11m.
- 4.2.1.2. Lots zoned as Residential Growth shall have a maximum building height of 13.5m.

4.3. Roof design and materials

- 4.3.1. Articulated roof shapes are preferred.
- 4.3.2. Roof designs incorporating flat elements will be assessed according to their design merit.
- 4.3.3. Parapets are permitted on the front façade.
- 4.3.4. Dwellings must ensure all ceiling and building heights comply with clause 54 and 55 of the Melton Planning Scheme.
- 4.3.5. All pitched roofs must have a minimum pitch of 22 degrees where appropriate.
- 4.3.6. Standalone skillion roofs must have a minimum pitch of 10 degrees and when combined with a pitched roof must have a minimum pitch of 22 degrees.
- 4.3.7. Corner dwellings with a pitched roof must have a continuous eave with a minimum of 450mm overhang on primary and secondary street frontages.
- 4.3.8. All pitched roofs on second storeys must have a continuous eave with a minimum of 450mm overhang on all sides.

4.4. Car Accommodation

- 4.4.1. Lots must have an enclosed garage.
- 4.4.2. Garages are to be situated in conjunction with the property.
- 4.4.3. Garages accessed from primary street frontage must not be detached from dwelling.
- 4.4.4. Garages accessed from secondary street frontage may be detached from dwelling.
- 4.4.5. Lots with frontage of more than 12.5m must provide a double garage and garage doors must not exceed 5.5m.
- 4.4.6. No lot is to contain more than a double garage.
- 4.4.7. Garage doors must not be roller doors.
- 4.4.8. Corner lot garages must not be located where primary and secondary frontages meet.
- 4.4.9. Garage door openings must not exceed the 40% of the width of the lot frontage, unless subject to the following exceptions (see table 1 below):

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TABLE 1

Type of Lot	Lot frontage	Exception when Door Width Permitted
Two story homes on front loaded allotments	10.5m ≥ 12.5m	A double garage with a maximum door width of 4.8m may be permitted where ≥ 70% of the upper floor area directly above the garage is comprised of a habitable room with large scale windows that provide a clear view to the streetscape.
Two story homes on front loaded allotments		Where garage door width does not exceed a width of 50% of the allotments frontage AND where at least 70% of the upper floor area directly above the garage area is comprised of a habitable room with large scale windows that provide a clear view to the streetscape and preferably balconies.
Dwelling fronting Conservation Area 1		Where corner lot garages are located adjacent to secondary street.
Corner lots adjacent to Conservation Area 1		Must have garages located on secondary streets.

4.5. Building materials and colours

- 4.5.1. The front façade must be finished with a mixture of at least two different materials/finishes. Brick, weatherboard and rendered brick are strongly encouraged.
- 4.5.2. Rendered cement sheeting must not to be used on the front facade.
- 4.5.3. Roof cladding must complement the style of the dwelling.
- 4.5.4. Roof materials must be matte finish and non-reflective.
- 4.5.5. External glazing that is visible from the public realm must not contain lead-light, stained glass, reflective glass or patterned film.
- 4.5.6. The front facade (and secondary frontages) must not include recessed lightweight infill panels above openings, including doors, windows or garage doors.
- 4.5.7. Facade colours must be neutral. Proposed colour palette to be reviewed by the DCDP.
- 4.5.8. Architectural features should be highlighted by varied colours or shades. Bright or fluorescent colours are not supported.
- 4.5.9. Roll down security shutters must not be visible from the public realm.
- 4.5.10. Dwelling façades must incorporate a maximum of 75% total wall coverage (excluding windows/openings) of any one material or colour.

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4.6. Ancillary structures and mechanical equipment

- 4.6.1. 2kL rainwater tanks will be connected on lots greater than 300m² across the development to provide rainwater for lot level irrigation and toilet flushing purposes.
- 4.6.2. Dwelling will be provided with high optical fibre connection.
- 4.6.3. External light fittings that do not employ a diffuser or light shade must not be installed in any location that is visible from the public realm.
- 4.6.4. External light fittings must not result in excessive light spill.
- 4.6.5. Service equipment such as satellite dishes, antennae and external receivers must be:
 - 4.6.5.1. Located to the rear of the dwelling;
 - 4.6.5.2. Not readily visible from the public realm
- 4.6.6. Heating and cooling units must be:
 - 4.6.6.1. Positioned below the ridge line
 - 4.6.6.2. Positioned to the rear of the roof
 - 4.6.6.3. Coloured to match the roof as far as practical.
- 4.6.7. Photovoltaic cells, solar panels and the like may be located to maximise their efficiency as long as they integrate with the roof form
- 4.6.8. Energy efficient appliances and lighting systems such as LED lights will generally be encouraged.
- 4.6.9. Services and ancillary items must be located to minimise visibility from the neighbouring properties and the streetscape, and must be of an appropriate colour and finish. This includes but is not limited to items such as:
 - 4.6.9.1. Rubbish bin storage areas;
 - 4.6.9.2. Washing lines;
 - 4.6.9.3. Hot water systems, evaporative units and external plumbing other than that for rain water;
 - 4.6.9.4. Swimming pools and spa pumps;
 - 4.6.9.5. Satellite dishes and television antennae.
- 4.6.10. Trucks, commercial vehicles exceeding 1.5 tonnes and, recreational vehicles including trailers, caravans, boats, horse floats or other like vehicles must be screened from public view when parked or stored on the lot.
- 4.6.11. Detached garages, sheds or ancillary storage of boats, caravans or similar must not be visible from the public realm.
- 4.6.12. Signs advertising the sale of a vacant lot will not be permitted unless first approved by the Developer.
- 4.6.13. Only one sign may be erected to advertise the sale of a completed dwelling.

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5. LANDSCAPING

5.1. Boundary and front fencing

5.1.1. Front fences must be constructed within 30 days of the issue of the certificate of occupancy and should be constructed to be generally in accordance with the following requirements:

5.1.1.1. Semi-permeable if not a masonry wall. a top of rail height of 900mm; and

5.1.2. Timber or masonry materials. Fencing between lots must be provided and must be:

5.1.2.1. Terminated a minimum of 1m behind the closest front wall of the dwelling and return to meet the closest dwelling wall.

5.1.2.2. A maximum height of 1.8m above ground level.

5.1.3. Letterboxes must be:

5.1.3.1. located at the front of the property such as next to the driveway or front gate;

5.1.3.2. clearly in view from the front of the property;

5.1.3.3. Have the number of the property clearly displayed;

5.1.3.4. In a position clear of obstacles;

5.1.3.5. Compliment the dwelling and landscape style; and

5.1.3.6. Sized according to Australia Post recommendations.

5.1.4. Corner Fencing (Fencing facing Public Realm other than the Frontage)

5.1.4.1. All corner lot fencing must be:

5.1.4.1.1. Terminated a minimum of 4m behind the closest front wall of the dwelling and return to meet the closest wall of the dwelling.

5.1.4.1.2. High quality fencing treatments must be utilised in secondary frontages. Timber fencing is to be constructed generally in accordance with a 1.8m high cap timber paling fence with expressed posts to be constructed to all lot boundaries that face the secondary street frontage such as a corner lot fence.

5.1.5. Fence gates must match fence materials and finishes.

5.2. Landscaping

5.2.1. Landscaping must comply with the Design Guidelines.

5.2.2. Front gardens must be landscaped within six months of the issue of the certificate of occupancy

5.2.3. Landscape Plans must be approved prior to commencing construction.

5.2.4. Hard surfaces and impermeable materials must not exceed 40% of the front garden, driveways, and front paths.

5.2.5. Planted garden beds shall be implemented to at least 30% of the front garden area.

5.2.6. Front garden beds must contain free draining surfaces such as:

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- 5.2.6.1. Grass;
 - 5.2.6.2. Garden beds containing trees, shrubs, tufting plants;
 - 5.2.6.3. Groundcovers; or
 - 5.2.6.4. River pebbles, Lilydale toppings or similar
- 5.2.7. Turf used must be warm season variety.
- 5.2.8. Garden beds must have 80mm layer of mulch.
- 5.2.9. Garden bed areas within the front yard must be edged using brick, timber, or steal.
- 5.2.10. A minimum of one tree must be planted between the front building line and the street boundary.
- 5.2.11. Trees installed must have a minimum mature height of 4.0m. Consideration must be given to the tree type and location to ensure the tree will not affect the foundations of the home, driveway or relevant authority.
- 5.2.12. Minimum further plantings that will generally be approved in the front yard are:
- 5.2.12.1. A minimum of 5 medium to large shrubs with a minimum pot size 200mm at installation; and
 - 5.2.12.2. A minimum of 8 smaller shrubs or ground cover plants with a minimum pot size of 150mm at installation.
- 5.2.13. Nature strips outside each lot must be included as part of the works required for successful completion of the landscaping.
- 5.2.14. Nature strips must achieve neat and even grass coverage and any damage caused during construction of the dwelling must be rectified.
- 5.2.15. Grass lawn must be installed on a minimum 100mm depth of topsoil.
- 5.2.16. Plant species must be selected from the Species list derived from Council's Landscape Guidelines.
- 5.2.17. Prohibited weed species are to be avoided.
- 5.2.18. Plant species must be hardy, appropriate to the site and have reasonable drought tolerance.

6. THE APPROVAL PROCESS

- 6.1. All Building designs and Building works must be approved by the DCDP prior to obtaining a Planning Permit (if required) and a Building Permit and commencing any work.
- 6.2. The DCDP can, at its discretion, vary any requirement of the Design Guidelines.
- 6.3. The DCDP will take the following into consideration when making decisions:
 - 6.3.1. any potential impact or enhancement to the character;
 - 6.3.2. the cohesion of the local streetscape as well as strategic views and vistas;
 - 6.3.3. individual design merit;
 - 6.3.4. site responses; and

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AA7228

6.3.5. special circumstances.

6.4. The DCDP will issue a notice of compliance to proposals deemed appropriate and a design report will be issued to failed applications describing the concerns of the DCDP and advising on what action can be taken to meet the Design Guidelines requirements.

7. INTERPRETATION

In this MCP, unless the contrary intention appears:

7.1. the singular includes the plural and vice versa;

7.2. a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.3. words importing one gender include other genders;

7.4. other grammatical forms of defined words or expressions have corresponding meanings;

7.5. a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them; and

7.6. a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed, or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

35271702A

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Page 9 of 9

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us
20180380_3963140v1

From www.planning.vic.gov.au at 25 February 2026 11:56 AM

PROPERTY DETAILS

Address: **71 MUSHU STREET DEANSIDE 3336**
 Lot and Plan Number: **Lot 157 PS845441**
 Standard Parcel Identifier (SPI): **157\PS845441**
 Local Government Area (Council): **MELTON**
 Council Property Number: **997981**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 355 K7**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

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



RCZ - Rural Conservation

UGZ - Urban Growth

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

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

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



ICO - Infrastructure Contributions Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

INCORPORATED PLAN OVERLAY (IPO)



ESO - Environmental Significance Overlay **IPO - Incorporated Plan 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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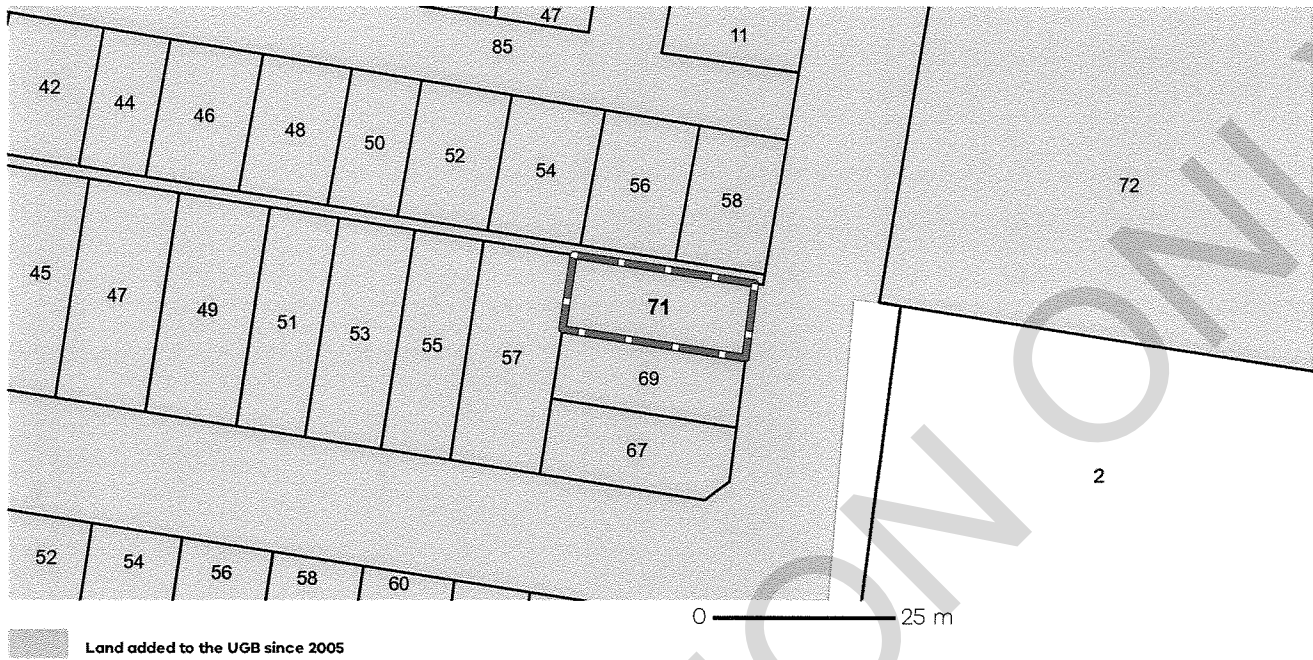
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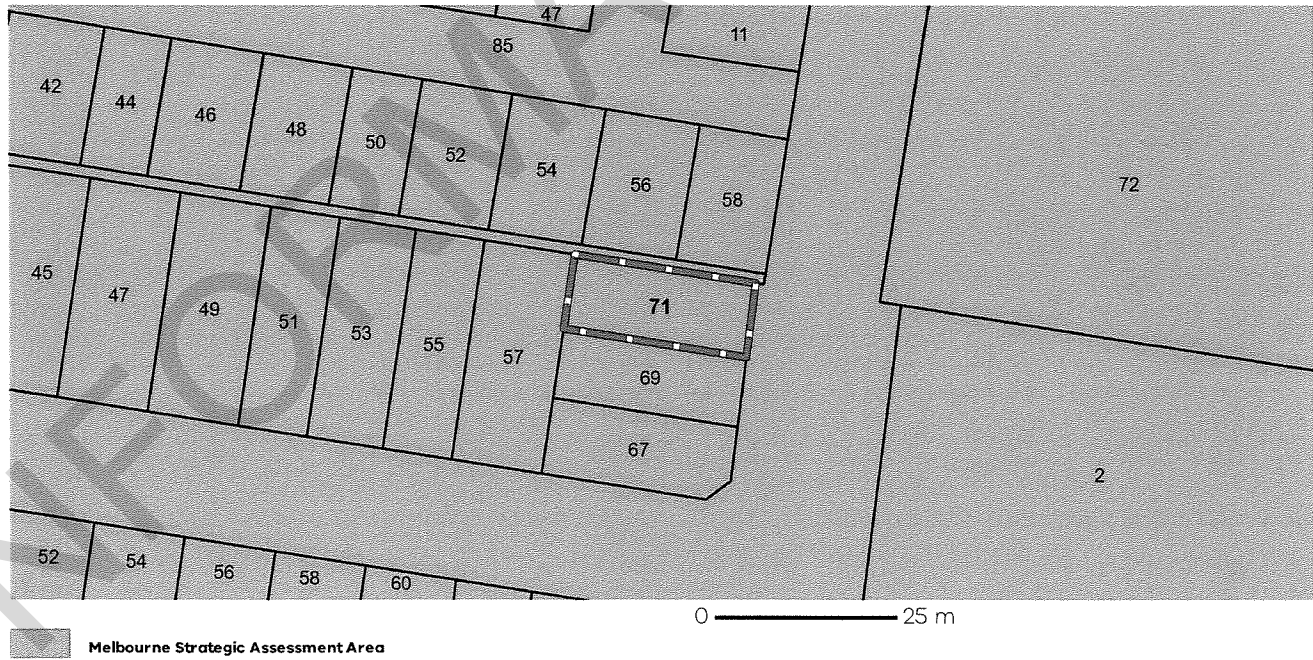
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



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Further Planning Information

Planning scheme data last updated on 24 February 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT: 71 MUSHU STREET DEANSIDE 3336

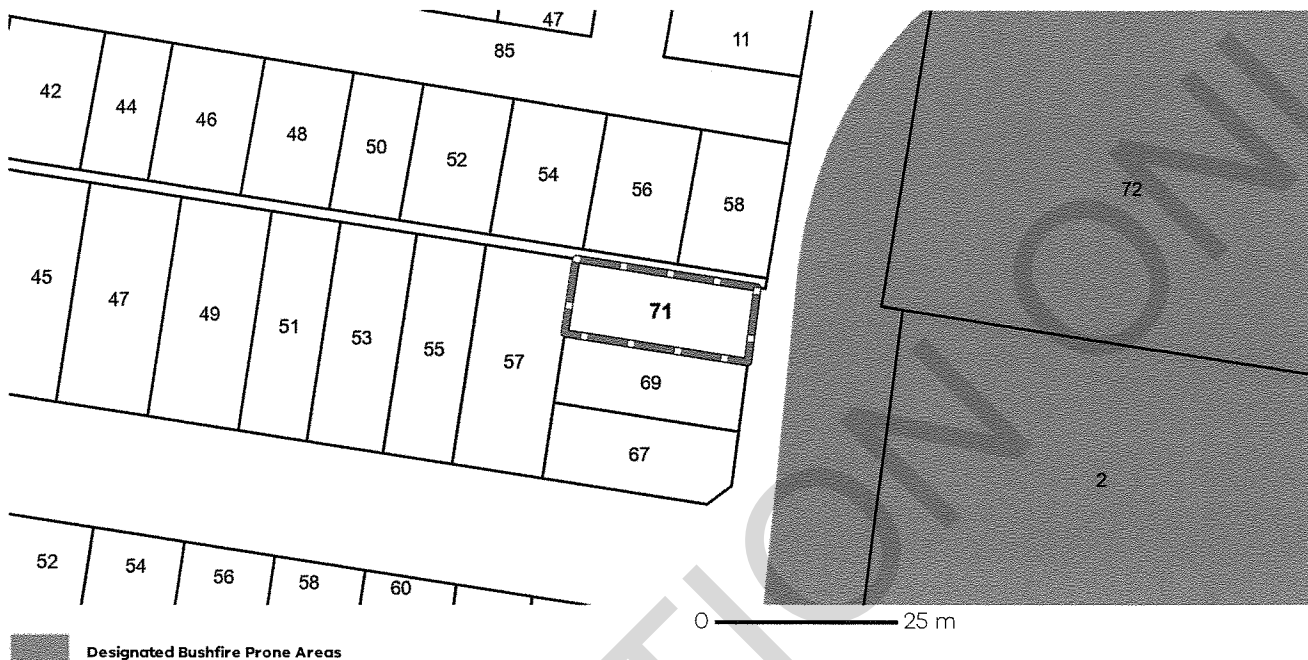
Page 4 of 5

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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Rates & Charges

For the period 1 July 2025 to 30 June 2026

E. revenue@melton.vic.gov.au

MELTON

A.B.N 22 862 073 889

Date of Issue: 27/01/2026

R J & K M Blair
9 Laura Avenue
BELMONT VIC 3216



023
1032289
DLX4_7797

4977566
2000
23/2

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

Assessment Number	997981
Due	
Not later than	28/02/2026

Arrears Amount	
Pay this amount	\$335.72

Property Location	71 Mushu Street DEANSIDE VIC 3336	Ward	JACKWOOD
Description	LOT 157 PS 845441F V/F 12479/543		

Capital Improved Value	\$270,000	Site Value	\$270,000	Net Annual Value	\$13,500	PRESCRIBED DATE OF VALUATION:	01/01/2025
						EFFECTIVE DATE OF VALUATION:	01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

Third Instalment Amount

\$335.72

1st Instalment	30/09/2025
2nd Instalment	30/11/2025
3rd Instalment	28/02/2026
	\$335.72
4th Instalment	31/05/2026
	\$335.72
Total Balance	\$671.44

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



Payment Reference No. 001009979814



Billier Code: 1123



melton.vic.gov.au



1300 067 479



*330000009979814

ASSESSMENT NUMBER 997981
RATE PAYER R J & K M Blair
PROPERTY LOCATION 71 Mushu Street DEANSIDE VIC 3336



Scan here to pay

Amount Payable	\$335.72
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FlexiPay VISA Bank Account Pay Apple Pay

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

2F2BBA143J



IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteer Fund.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and Emergency Services and Volunteer Fund. Interest will still be charged on overdue amounts.

Emergency Services and Volunteers Fund

The owner(s) of rateable land under the Emergency Services and Volunteers Fund Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Emergency Services and Volunteers Fund can also apply for a waiver or deferral. Further information is available at sro.vic.gov.au/esvf

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$266.00 (maximum) State Government rebate and \$50.00 fixed rebate for the Emergency Services and Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). Health Care and Senior cards are ineligible

Change of address/ownership

The property owner must notify Council in writing of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Emergency Services and Volunteer Fund or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.








General Rate	0.0021158	
Vacant Land	0.0035969	
Extractive Industry Land	0.0060935	
Commercial/Industrial Developed Land	0.0033853	
Commercial/Industrial Vacant Land	0.0047606	
Retirement Village Land	0.0017984	
Rural Living Land	0.0019042	
Rural Land	0.0015234	
Urban Growth Land	0.0016926	

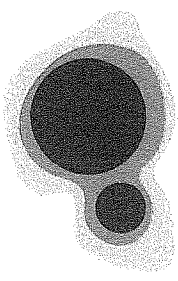
Rate cap

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

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

**PAYMENT METHODS**

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice) Melton Civic Centre 232 High Street, Melton 3337 Melton Library & Learning Hub 31 McKenzie Street Melton 3337 Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023 Payments can be made by cash, cheque, debit cards, MasterCard or Visa. Refer to our website for hours.	Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337. If mailing please allow sufficient time as Council is not responsible for any postal delays.
 BPAY Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Biller code: 1123	 DIRECT DEBIT FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit melton.vic.gov.au/rates		 CENTREPAY To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 348L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.



**Greater
Western
Water**

Tax Invoice #4478797 (ABN 70 066 902 467)

Issued 22 March 2024

36 Macedon Street Sunbury Victoria 3429

gww.com.au

Call 13 44 99

Faults & Emergencies (24 hours)

Account queries (Mon-Fri 8.30am-5.00pm)

SMS 0480 015 200 - account queries only



613194-003 000158(643) R

K M A & R J Blair

9 Laura Ave

BELMONT VIC 3216

*2024
29/3*

<p>Account Number 16-4669-3550-01-9</p> <p>Amount Due \$ 216.07</p> <p>Pay by 12 April 2024</p>

Next Reading: June 2024

Service Address: 71 Mushu St, Deanside VIC 3336

Opening Balance	\$218.35
Payment received on 8 Jan 2024	\$218.35 CR
Balance	\$0.00
Greater Western Water - Current Charges	
Water Service Network Charge	\$51.31
Sewerage Service Network Charge	\$135.39
Melbourne Water - Waterways Charge	\$29.37
Total	\$216.07
Total Amount Due	\$216.07

Payment assistance:

We have a number of options available if you're finding it difficult to pay. Call 13 44 99 or visit gww.com.au

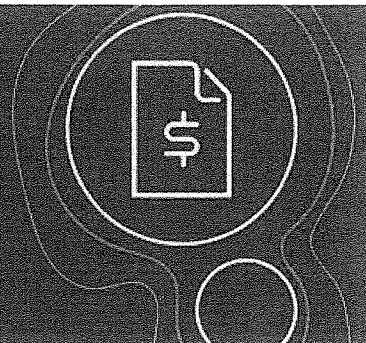
To close your account:

Visit gww.com.au to see what you need to do.

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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