Contract of Sale of Land

Property address:	**1380 Wallan-Whittlesea Road, Upper Plenty VIC 3756**

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.

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.

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	
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.

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Particulars of sale

Vendor's estate agent

Name:	**Stone Real Estate (Whittlesea and Doreen)**
Address:	Unit 1, 75 Church Street, Whittlesea VIC 3757
Telephone:	0397162000 Email: deanzammit@stonerealestate.com.au

Vendor

Name(s):	**George Sallame**
Address:	1380 Wallan-Whittlesea Road, Upper Plenty VIC 3756

Vendor's legal practitioner or conveyancer

Name:	**Town & Country Property Services (Conveyancing)**
Address:	8/57-59 Home, Sunbury VIC 3429
Telephone:	03 8746 9100 Email: amanda@townandcountryproperty.com.au

Purchaser

Name(s):	
Address:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	Email:

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	**9638**	**Folio**	**773**		**TP294659G**
Volume	**3850**	**Folio**	**906**		**TP526785N**

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	**1380 Wallan-Whittlesea Road, Upper Plenty VIC 3756**
Goods sold with the land General condition 6.3(f). List or attach schedule.	All fixtures and fittings of a permanent nature

Payment

Price	$
Deposit	0
by dd/mm/yyyy	
(of which [amount] has been paid)	0
Balance payable at settlement	$

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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 17 and 26.2)

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 5.1)

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

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending…….with……..option to renew, each of…… years

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box	

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – 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 21 applies only if the box is checked

Pest report

☐ General condition 22 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

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected he received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act, 1962 (as amended) in the form included in this Contract of Sale.

2. General Conditions 12, 13, 21.2(a)(i), 21.2(a)(ii), 21.2(a)(iv), 30 and 33 do not apply to this Contract of Sale.

3. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

4. The Purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. He agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

5. The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims demands in respect thereof.

6. The Land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

7. In the event the Purchaser is a corporate entity then the person signing on behalf of the corporate purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause at least two Directors of the Purchaser Company to execute the form of Guarantee annexed hereto.

8. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of sixteen per centum (16%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 27 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

9. Should the Contract disclose the property as sold to a named purchasers “and/or nominee” (or similar words), the named purchaser can, at least 14 days prior to the settlement date, nominate an additional or substitute purchaser, however, the named Purchasers remains personally liable for the due performance of all the purchaser’s obligations under this contract.

10. If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

11.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Date of Sale the proportions in which they are buying the property ("the proportions").

Name:	_____	_____%
Name:	_____	_____%
Name:	_____	_____%
Name:	_____	_____%
Total		**100%**

11.2 If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty, which may be assessed as a result of the variation.

11.3 The Purchaser's fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

11.4 This Special Condition will not merge on completion.

12.1 The Vendor hereby gives notice to the Purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under this contract, the Vendor will or may suffer the following losses and expenses which the purchaser would be required to pay, in addition to interest chargeable on the balance of purchase monies:

(a) The costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest payable on such finance;
(b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement;
(c) Accommodation expenses necessarily incurred by the Vendor;
(d) Legal costs and expenses as between the Vendor and his/her/it's solicitor or conveyancer; and
(e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

12.2 Each sum payable by the purchaser under this contract but unpaid shall be a separate debt due to the Vendor which may at his/her/it's option sue for and recover the same in any court of competent jurisdiction.

13. The parties agree that the Settlement Date as set out in the Particulars of Sale of this Contract ('the Due Date') is an essential term to this Contract and time is of the essence. Without limiting any other rights of the Vendor, if the Purchaser does not settle on the Due Date or states that the Purchaser does not wish to settle on the Due Date (regardless of when the Purchase intends to or is able to settle this Contract), the parties agree that the Purchaser shall be deemed to be in default of this Contract. Should the Purchaser submit any request to extend or vary the Due Date to remedy the deemed default, the Purchaser must pay the Vendor's Representative a fee of $220.00 (including GST) which must be paid at Settlement for each request and the Purchaser's default (pursuant to this Special Condition) shall only be satisfied on the completion of settlement and the payment of the Vendor's Representative's fee to address the deemed default. Nothing in this Special Condition shall be deemed to limit the Vendor's rights in default (including for further costs) should the Purchaser not submit any request to extend or vary the Due Date or in the event that the Purchaser fails to settle on any agreed extended or varied Due Date.

14. The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

15. The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode. The legislation applies to the construction of houses – with standards for building heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any ResCode requirements, in respect of the Purchaser's proposed use or development of the land.

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

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

17. Christmas and New Year Closure Period

17.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day during the period between 18 December 2026 and 11 January 2027 (inclusive as to the above range of dates and hereafter jointly and severally called the "Office Closure Period"), that the great majority of Conveyancing Practices, law firms and settlement agents are closed for business, Estate Agents are often unable to arrange "Final Inspections" under General Condition 29 due to their own staff holidays or Vendors being away on Holidays themselves, Banks and most other Lenders are operating with severely restricted staff, there are numerous Public Holidays and Land Registry have for some years in the past closed for some additional days;

17.2 If any Condition of this Contract, including Finance Approval, Building and Pest Inspections becomes due or is already stated in the Contract to be due in the Office Closure Period, then it is agreed nevertheless that condition shall be due and effected on 11 January 2027;

17.3 If settlement of this Contract becomes due or is already stated in the Contract to be due in the Office Closure Period, then it is agreed nevertheless that settlement of this Contract shall be due and effected on 18 January 2027;

17.4 The Purchaser and/or their Conveyancer/Legal Representative may not issue a Default Notice upon the Vendor or their Conveyancing/Legal Representative during the Office Closure Period arising from or in connection with the failure to complete this Contract or any other alleged breach during the Office Closure Period, or for any other reason and if the Purchaser does so, the period to remedy the Default stated therein is agreed to be and operate as thirty (30) days (notwithstanding any other period stated therein);

17.5 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental Income and outgoings.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature***" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.6 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

1478 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is -

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states it as a major defect

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

23.4 For the purposes of general condition23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amount to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic):

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of rents and profits, each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on

each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We _____ **of** _____

And _____ **of** _____

being the **Sole Director / Directors of** _____ **ACN** _____

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This _____ Day of _____ 20 _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SECTION 32 STATEMENT

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

Vendor:	**George Sallame**
Property:	**1380 Wallan-Whittlesea Road, Upper Plenty VIC 3756**

VENDORS REPRESENTATIVE

Town & Country Property Services (Conveyancing)

Office 8, 57-59 Home Street, Sunbury VIC 3429

Tel: 03 8746 9100

Email: amanda@townandcountryproperty.com.au

Ref: T260143

FINANCIAL MATTERS

32A

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

Their total does not exceed $4,500.00

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.

Land Subject to Tax Reform scheme

(a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

Not applicable

(b) If yes to (a), please provide:
i. the AVPCC* most recently allocated to the land; AND

_____

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

_____

***AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024.**

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 in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:	Mitchell Shire Council
Responsible Authority:	Mitchell Shire Council
Zoning:	FZ – Farming Zone
Planning Overlay/s:	BMO – Bushfire Management Overlay EMO – Erosion Management Overlay

See attached Property Report

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.
Section 137b Report for renovation works completed at the property is attached.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	**Status**
Electricity supply	Connected
Gas supply	Not Connected - Bottled
Water supply	Not Connected - Tank
Sewerage	Not Connected - Septic
Telephone services	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:

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.

SWIMMING POOLS / SPA

In the event a swimming pool / spa is on the land herein described, the purchaser may be required at their expense to comply with the provisions of the Building Regulations Act 1994 and in particular 5.13 regarding the provisions of barriers to restrict access by some children to the swimming pool / spa within 30 days after:-

a) In the case of a Contract other than a Terms Contract (as defined in Section 2 of the Sale of Land Act 1962) the completion of the Contract; and

b) In the case of a Terms Contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

SMOKE ALARMS

The purchaser is to note that all dwellings and or units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 within 30 days after:

a) In the case of a Contract other than a Terms Contract (as defined in Section 2 of the Sale of ..... Land Act 1962) the completion of the Contract; and

b) In the case of a Terms Contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

DATE OF STATEMENT: 20/06/2026



Vendor's Signature: .....

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

DATE OF ACKNOWLEDGEMENT:

Purchaser's Signature:.....

PLEASE NOTE that where the property is to be sold on terms pursuant to Section 32(2)(f) of the Act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property pursuant to Section 32(2)(a) of the Act - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient: _____

Property address: **1380 Wallan-Whittlesea Road, Upper Plenty VIC 3756**

Lot no.: **Plan of subdivision: 294659G and 526785N**

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

~~OR~~

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: $_____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier: **George Sallame**

Dated: 16/06/2026

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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 09638 FOLIO 773

Security no : 124135598495K
Produced 16/06/2026 04:12 PM

LAND DESCRIPTION

Crown Allotment 5 Section A Parish of Wallan Wallan.
PARENT TITLE Volume 03379 Folio 606
Created by instrument L817194B 06/08/1985

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GEORGE SALLAME of 1380 WALLAN-WHITTLESEA ROAD UPPER PLENTY VIC 3756
AW031740V 05/09/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW031741T 05/09/2022
PERPETUAL CORPORATE TRUST LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP294659G 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: 1380 WALLAN-WHITTLESEA ROAD UPPER PLENTY VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M LEXTECH
Effective from 18/09/2023

DOCUMENT END

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Document Type	**Plan**
Document Identification	**TP294659G**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**16/06/2026 16:12**

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TITLE PLAN		EDITION 1	TP 294659G

Location of Land

Parish: WALLAN WALLAN
Township:
Section: A
Crown Allotment: 5
Crown Portion:

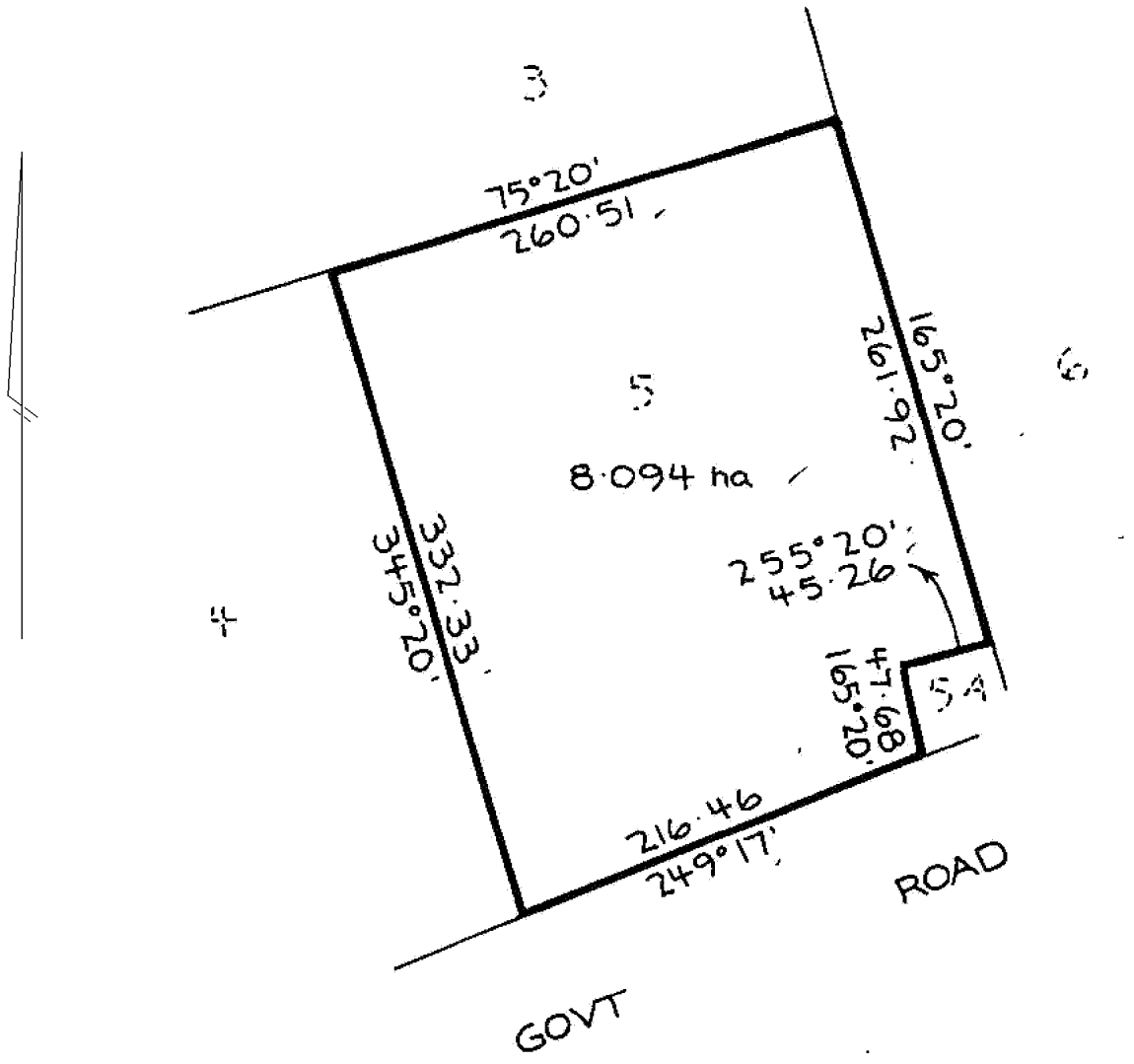
Last Plan Reference:
Derived From: VOL 9638 FOL 773
Depth Limitation: 15.24 m

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 31-01-2000
VERIFIED: MP



LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

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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 03850 FOLIO 906 Security no : 124135598496J
Produced 16/06/2026 04:12 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 5A Section A Parish of Wallan Wallan.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GEORGE SALLAME of 1380 WALLAN-WHITTLESEA ROAD UPPER PLENTY VIC 3756
AW031740V 05/09/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX268480P 18/09/2023
AMP BANK LTD

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP526785N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA216190H	TRANSFER CONTROL OF ECT	Completed	17/03/2026

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: 1380 WALLAN-WHITTLESEA ROAD UPPER PLENTY VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 17/03/2026

DOCUMENT END

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Document Type	**Plan**
Document Identification	**TP526785N**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**16/06/2026 16:12**

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TITLE PLAN		EDITION 1	TP 526785N

Location of Land

Parish: WALLAN WALLAN
Township:
Section: A
Crown Allotment: 5A
Crown Portion:

Last Plan Reference:
Derived From: VOL 3850 FOL 906
Depth Limitation: 50 FEET

Notations

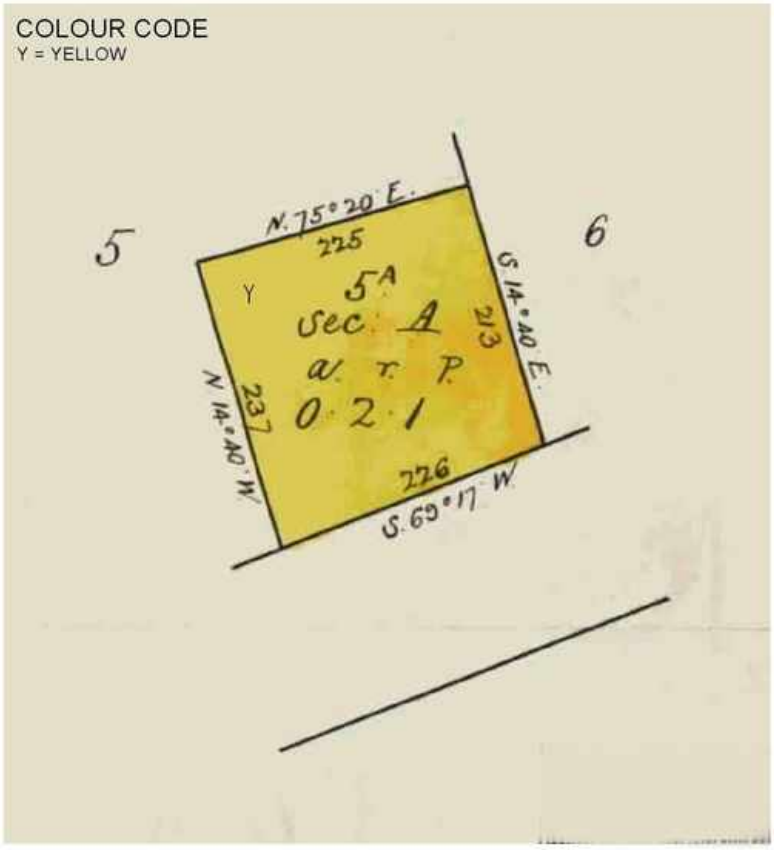
SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 3850 FOL. 906 AND NOTED ON SHEET 2 OF THIS PLAN

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 09/06/2000
VERIFIED: GB

COLOUR CODE
Y = YELLOW



LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 2 sheets

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TITLE PLAN		TP 526785N

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

All THAT PIECE OF LAND in the said State containing *two roods and one perch more or less being Allotment five A of Section A in the Parish of Wallan Wallan County of Bourke* delineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein coloured yellow PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth EXCEPTING nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 180 of the *Land Act* 1901 AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the said GRANTEE

his heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 2 of 2 sheets

MITCHELL SHIRE COUNCIL

113 High Street, Broadford VIC 3658
T (03) 5734 6200
F (03) 5734 6222

E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au
ABN 27 352 592 142

Issue Date
05/08/2025

Valuations, Rates and Charges
1 July 2025 to 30 June 2026

Property Number
109261

G Sallame
1120 Valley Drive
WALLAN VIC 3756

Overdue Pay Now
$0.00

025
I006851
DLX1_15013

Property 1380 Wallan Whittlesea Road UPPER PLENTY VIC 3756
CA 5 Sec A Vol 9638 Fol 773 CA 5A Sec A Vol 3850 Fol 906

Site Value	$800,000	Market Level Date	01/01/2025
Net Annual Value	$59,000	Valuation Effective Date	01/07/2025
Capital Improved Value (CIV)	$1,180,000		

COUNCIL: Rates and Charges 2025/2026		
Full Kerbside (120LGar, 240LRec, 120LGla, 120LFog)	1 x $580	$580.00
Gen Rate - General Land	$1,180,000 x 0.00242559	$2,862.10
Municipal Charge	1 x $202.75	$202.75
Total Council Rates and Charges 2025/2026		**$3,644.85**
STATE GOVERNMENT: Emergency Services and Volunteers Fund 2025/2026		
AVPCC: 117 - Residential Rural/Rural Lifestyle		
ESVF Residential Fixed	1 x $136	$136.00
ESVF Residential Variable	$1,180,000 x 0.000173	$204.10
Total State Government Emergency Services and Volunteers Fund 2025/2026		**$340.10**

Payments received after 04/08/2025 have not been deducted from the amount due on this notice.

Instalment 1 Due 30/09/2025
$996.95

Instalment 2 Due 30/11/2025
$996.00

Instalment 3 Due 28/02/2026
$996.00

Instalment 4 Due 31/05/2026
$996.00

Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.

Total Amount Payable $3,984.95

For more payment options please turn over. If you are having difficulties paying please contact Council.

BPAY Biller Code: 93807 Ref: 1092618
BPAY VIEW View and pay this bill using internet banking
BPayView Registration No.: 1092618

BPOINT Biller Code: 93807 Ref#: 1092618
INTERNET Go to www.bpoint.com.au
PHONE: Phone 1300 BPOINT

Post Billpay Biller Code: 9190 Ref: 1092 6140
To pay this bill – visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.

*71 190 109261 40

eNotices **Receive your rates notice via email**
Register now at mitchellshire.enotices.com.au with eNotices reference number FB337A133Z

Resource Recovery Centre Vouchers 2025/26 see back.

Your quarterly bill

Yarra Valley Water

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

Account number	60 7040 3543
Invoice number	6072 4586 87730
Issue date	23 Mar 2026

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: george_event@yahoo.com.au
MR G SALLAME
1380 WALLAN-WHITTLESEA RD
UPPER PLENTY VIC 3756

Amount due	Due date
$16.92	**13 Apr 2026**

Summary

1380 WALLAN-WHITTLESEA RD, UPPER PLENTY

Property Number 1787 040, LOT 5~A PP 3707

Product/Service	**Amount**
Yarra Valley Water Total	**$0.00**
Other Authority Charges	
Waterways Charge on behalf of Melbourne Water	$16.92
TOTAL (GST does not apply)	**$16.92**

No water usage has been charged on this account.

Payment summary

Last Account	$17.29
Paid/Adjusted	-$17.29
Balance	$0.00
Total this Account	+$16.92
Total Balance	**$16.92**

Yarra Valley Water

How to pay

*3042 607245868773 0

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

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **607083092**

BPAY®
Biller code: **344366**
Ref: **607 0403 5433**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **6072 4586 87730**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR G SALLAME

Account number	60 7040 3543
Invoice number	6072 4586 87730
Total due	**$16.92**
Due date	**13 Apr 2026**
Amount paid	$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your charges explained

→ **Other authority charges**

Waterways charge

1 January 2026 - 31 March 2026

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. Rural customers are charged less to reflect reduced services compared to urban customers. For more information visit **melbournewater.com.au/wwdc**

J167382

Financial assistance

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

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

N/A

OWNER BUILDER DEFECTS REPORT (137B REPORT)



Prepared for Clients:	George Sallame
Inspection Address:	1380 Wallan-Whittlesea Road Upper Plenty, Victoria 3756
Date of Inspection:	Friday, 12 June 2026
Inspector	Timothy Lau ARBV 15355, IN-PS 76107
People Present:	Timothy Lau
Weather Conditions:	Overcast
Orientation of Building:	The front of the building faces South

CLIENT DETAILS

Name: George Sallame

INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Roof Exterior	Accessible from a 3.6m ladder placed on the ground
Roof Interior	400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm) Accessible from a 3.6m ladder
Sub-Floor	500mm x 400mm
Timber Floor	400mm to bearer, joist ducting or other obstruction
Concrete Floor	500mm

ICON SYMBOL DEFINITIONS

No action to be taken / Satisfactory condition - the item inspected was found to be in acceptable condition at the time of the inspection.

Attention Required - minor issues or general wear and tear observed at the time of the inspection. We recommend monitoring the issue, routine maintenance or repairs to prevent further deterioration.

Defect or significant issue has been identified that needs repair, replacement, or rectification. We recommend this be addressed promptly to prevent further damage, safety risks or costly repairs.

N/A Not Applicable / Not Relevant for this property.

PROPERTY DETAILS

Approximate Age:	40 years
No. of Storeys:	1
Foundation:	Stumps
Floor:	Laminate, Carpet, Tiles
Roof:	Metal Roofing
Window Frames:	Timber
External Walls:	Timber Weatherboard
Car Accommodation:	4 Cars

WORK DETAILS

Date of Report:	Friday, 12 June 2026
Occupancy Permit No.	N/A
Building Permit No.	N/A
Drawing No.	N/A
Drawing No.	N/A
Certificate of Final Inspection No.	N/A
Plans Sighted:	N
Prepared by:	N/A
Building Surveyor:	N/A
Building Surveyor Registration:	N/A
Domestic Building Works covered by this report:	Internal Alterations
Description of Building and Materials used in Construction:	Kitchen Renovation (Retaining carcasses and appliances) New Floor Covering throughout Bathroom & Ensuite Renovation Construction of Internal wall to create Bedroom 4

OUR FINDINGS

BUILDING INTERIOR

Bedroom 4

N/A Ceiling	N/A Dampness	N/A Floor
N/A Robes	N/A Windows	

Doors



Direction:
View to the North-East

Walls



Direction:
View to the South-East

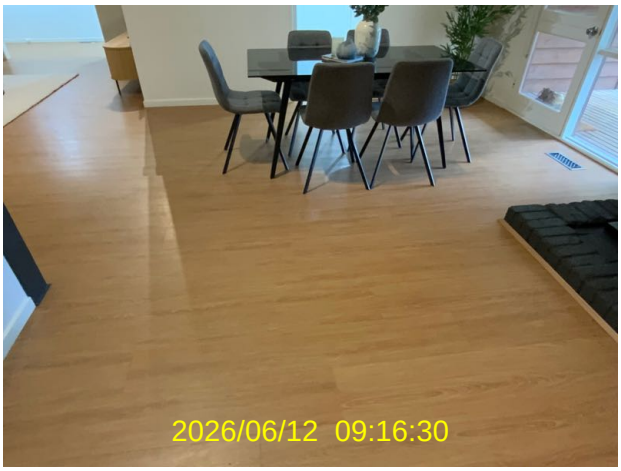
General

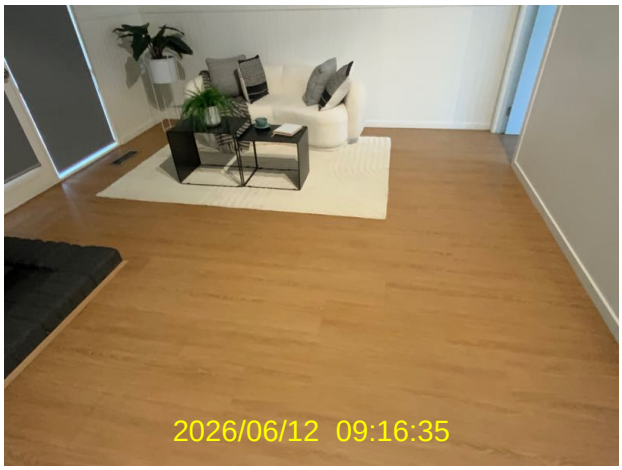
Location: FLOOR COVERING



Direction:
View to the South



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WET AREAS

Kitchen

✓ Benchtops	✓ Ceiling	✓ Dampness
✓ Doors	✓ Exhaust/Range Hood	✓ Floor
✓ Floor Tiles/Timber	N/A Pantry	✓ Sink
✓ Tiles/Splashbacks	✓ Ventilation	✓ Windows

✓ Cupboards



Direction:
View to the West



Taps/Pressure



Direction:
View to the North

Walls



Direction:
View to the North-West

Bathroom 1

Basin	Ceiling	Dampness
Doors	Floor	Floor Tiles
Shower Recess	Vanity	Ventilation
Wall Tiles	Windows	

Bath



Direction:
View to the North-West

Cistern and Pan



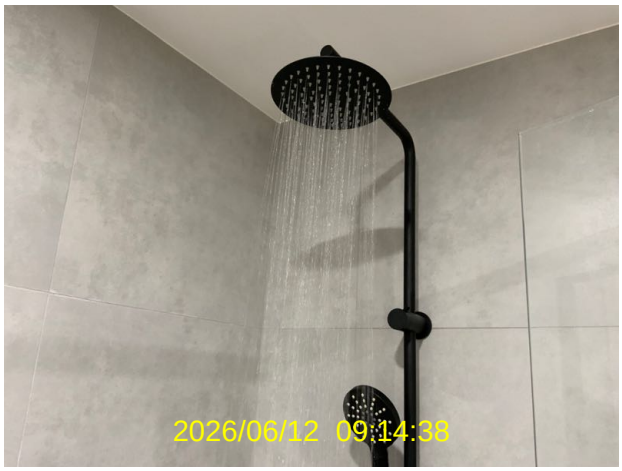
Direction:
View to the West

Screen



Direction:
View to the South-West

Shower Rose



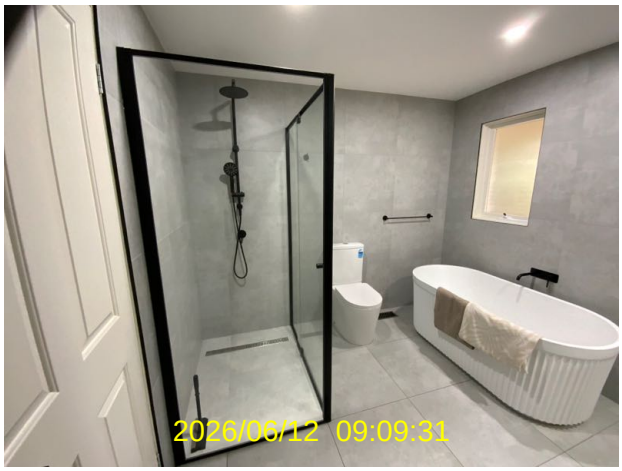
Direction:
View to the South-West

Taps/Pressure



Direction:
View to the East

Walls



Direction:
View to the West

Ensuite/Bathroom 2

Basin	N/A Bath	Ceiling
Dampness	Doors	Floor
Floor Tiles	Shower Recess	Vanity
Ventilation	Wall Tiles	Windows

Cistern and Pan



Direction:
View to the North

Screen



Direction:
View to the South-West

Shower Rose



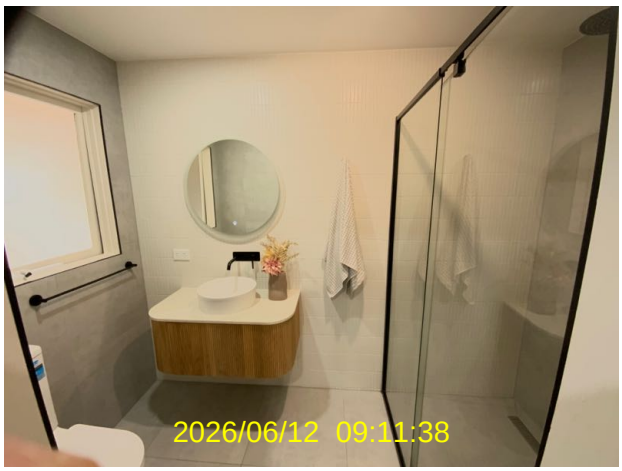
Direction:
View to the South-East

Taps/Pressure



Direction:
View to the East

Walls



Direction:
View to the East

Laundry

Ceiling	Cupboard	Dampness
N/A Door/External	N/A Door/Internal	N/A Doors
Trough	Ventilation	N/A Windows

Floor



Direction:
View to the East

Taps/Pressure



Direction:
View to the East

Walls



Direction:
View to the South-East

SUMMARY

Areas of the building/s inaccessible at the time of inspection
There was restricted access to rooms due to personal items and furniture limiting vision in places.

If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).
Not applicable

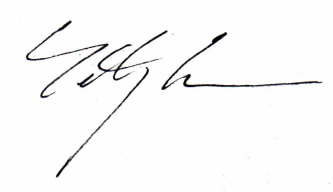
Condition and status of incomplete works
All works have been completed in good condition.

List of Defects
The works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

General notes
No secondhand material was found on the works.
No permit and compliance certificate was sighted.

Thank you for engaging The Home Inspection Hub to carry out your inspection.

Kind Regards,



Timothy Lau
ARBV 15355, IN-PS 76107
The Home Inspection Hub

BUILDING TERMINOLOGY

Ant Capping	Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites.
Arch	A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening.
Architrave	A moulded section covering the joint between window and door frames and the wall lining.
Backfill	To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation.
Bagging	A masonry process in which thin mortar is applied to the face of the work with some coarse material.
Barge Board	The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope.
Bead	A moulding, generally of small size in cross section.
Beam	A horizontal load-bearing structural member.
Bearer	A member of floor framing, spanning piers and supporting joists.
Bed Joint	Horizontal joint in brickwork.
Bowing	Deformation of timber at right angles to its face.
Brace	Usually a diagonal, which resists lateral loads and/or movements of a structure.
Brick Construction	A construction where the external and internal walls are built of brick.
Brick Veneer	Timber framed construction with an outside skin of brickwork tied to the frame.
Building Line	A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary.
Cantilever	A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice.
Capping	The uppermost part on top of a piece of work.
Cavity Wall	A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal.
Ceiling Joist	A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting.
Cladding	Any material used to face a building or structure.
Cornice	A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling.
Crazing	Fine cracks that may occur on a plastered or rendered surface.
Cupping	Distorting of wide boards showing curvature across the grain causing the broad surface to be concave.
Damp Proof Course (DPC)	A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets.
Door Jambs	The two vertical members of a door or window frame.
Eave	The lower part of a roof that overhangs the walls.
Efflorescence	A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts.
Elevation	A geometrical drawing of a facade/wall of a building.
Expansion Joint	A joint in a building to permit thermal movement or creep.
Expansion Strip	A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances.
Fascia	A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave.
Finishes	The final applied coat or natural surface of a material used in walls, ceilings or floors of a building.

Footing	The construction whereby the weight of the structure is transferred from the base structure to the foundation.
Foundation	The ground upon which the footings of a building are constructed.
Gable	The triangular end of a house formed at the end of a pitched roof, from eaves level to apex.
Hip	A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner.
Lintel	A structural member or beam carrying loads over an opening.
Lyctus Borer	A borer that attacks sapwood or hardwoods.
Masonry	Brick, concrete, stone, artificial stone or terracotta laid in mortar.
Mitre	Half the angle of a joint, e.g. corners of door/window architraves.
Moisture Barrier	Material which is used to retard the flow of vapour or moisture into the floor or walls.
Moisture Content	Mass of water contained in timber expressed as a percentage of dry wood fibre.
Mortar	A composition of lime and/or cement and sand mixed with water in various proportions.
Nogging	A horizontal piece of timber fixed between studs in a framed wall.
Non-Load Bearing Wall	One which supports no vertical load except that of its own weight and merely defines spaces.
Overhang (Roof)	The section of a roof extending over the external wall.
Parapet	Low wall at the edge of a roof, balcony, bridge or terrace.
Party Wall	The wall between two adjoining buildings but common to and used to advantage of both buildings.
Pergola	An open framework over a path, terrace or patio.
Perpends	The vertical joints in a masonry wall.
Plumb	Vertical or perpendicular.
Quoin	The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure.
Rafter (Common)	In roof construction, a timber framing member providing the principal support for the roofing material.
Reinforcing Fabric (Reo)	Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls.
Retaining Wall	Any wall subjected to lateral pressure other than wind pressure and built to retain material.
Ridge	The horizontal member at the highest point of a roof where the common rafters meet.
Roof Pitch	The angle formed between a sloping roof surface and a horizontal line.
Roof Truss	A frame designed to carry the loads of a roof and its covering over the full span without intermediate support.
Rough in	To lay out the basic lines of electrical or plumbing requirements, without making the final connections.
Sarking	A covering of water-proof building paper beneath the external roof covering.
Sash	The framework in a window, into which the glass is fitted.
Soffit	The lower face or under-surface of anything (arch, eaves of a roof).
Stud	A vertical member in wall framing.
Suspended Ceiling	A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services.
Underpinning	The construction of new footing and walling under the footings of an existing structure which have failed or may fail.
Valley	The internal angle formed by two inclined slopes of a roof or an internal corner.
Wall Tie	A steel wire tying brickwork to a timber frame.
Weep Holes	Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes.

The Home Inspection Hub

OWNER BUILDER TERMS & CONDITIONS

The inspection will be carried out in accordance with the requirements of Section 137B of the Building Act 1993. The Home Inspection Hub will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

Terms and Conditions

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.
   - 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.
   - 1.2 "Construction" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The purpose of the inspection
   - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
   - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
   - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner- Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.
5. The scope of the inspection
   - 5.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
   - 5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
   - 5.3 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
   - 5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).

5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.

5.6 The report does not cover the identification of asbestos related products.

5.7 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.

5.8 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.

5.9 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.

5.10 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.

5.11 The roof has not been water-tested for leaks, or the guttering checked for levels.

5.12 The roof areas are deemed to be inaccessible.

5.13 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.

6. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of The Home Inspection Hub. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
7. The Home Inspection Hub accepts no liability for advice given in this report beyond a refund of the inspection fee.
8. If plans, town planning or building permits are not sighted at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
9. This Building Practitioner and/or the relevant Insurer are not liable in respect to any defects referred to in this Report.
10. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.
11. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
12. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.

Feedback Form

Thank you for choosing The Home Inspection Hub to conduct your inspection today. We hope that your experience was a positive one.
Take a moment to complete the following questionnaire, then email it to:
info@thehomeinspectionhub.com.au

Your name:

Date of inspection:

Inspector:

Please rate your satisfaction with our service (please choose one):

- ☐ Very Satisifed
- ☐ Satisified
- ☐ Neutral
- ☐ Dissatisifed

Additional comments:

How would you describe your experience with us? (Multiple selections can be made)

- ☐ I am happy with the level of customer service I received
- ☐ Customer service needs improvement
- ☐ I received quality advice on how to deal with any defects
- ☐ The booking process was easy
- ☐ The booking process was too difficult
- ☐ The inspector arrived on time to the appointment
- ☐ The price was fair
- ☐ I was not happy with the price

How can we improve our service?

Are you happy for us to share your comments online?

- ☐ Yes
- ☐ No

Will you refer us to your friends and family?

- ☐ Yes
- ☐ No

Thank you for your time and your feedback

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 16 June 2026 04:08 PM

PROPERTY DETAILS

Address:	**1380 WALLAN-WHITTLESEA ROAD UPPER PLENTY 3756**
Crown Description:	**More than one parcel - see link below**
Standard Parcel Identifier (SPI):	**More than one parcel - see link below**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**109261**
Planning Scheme:	**Mitchell** Planning Scheme - Mitchell
Directory Reference:	**Vicroads 61 B8**

This property has 2 parcels. For full parcel details get the free Property report at Property Reports

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Urban Water Corporation:	**Goulburn Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**YAN YEAN**

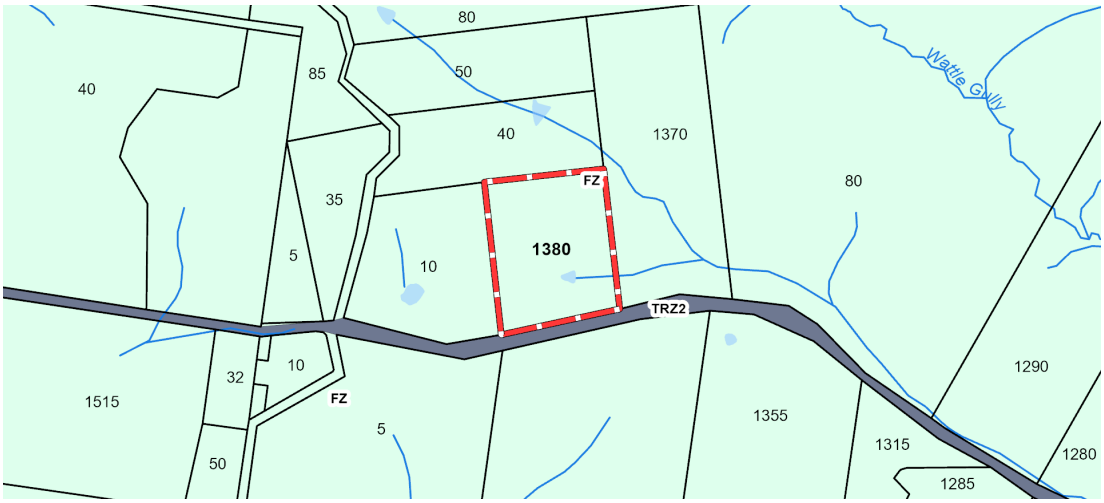
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

FARMING ZONE (FZ)
SCHEDULE TO THE FARMING ZONE (FZ)



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

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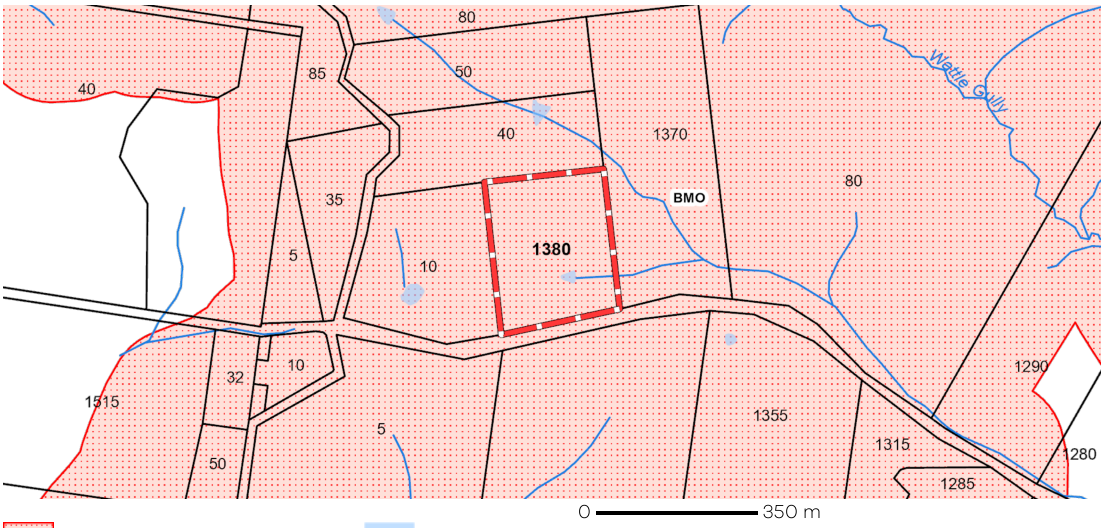
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

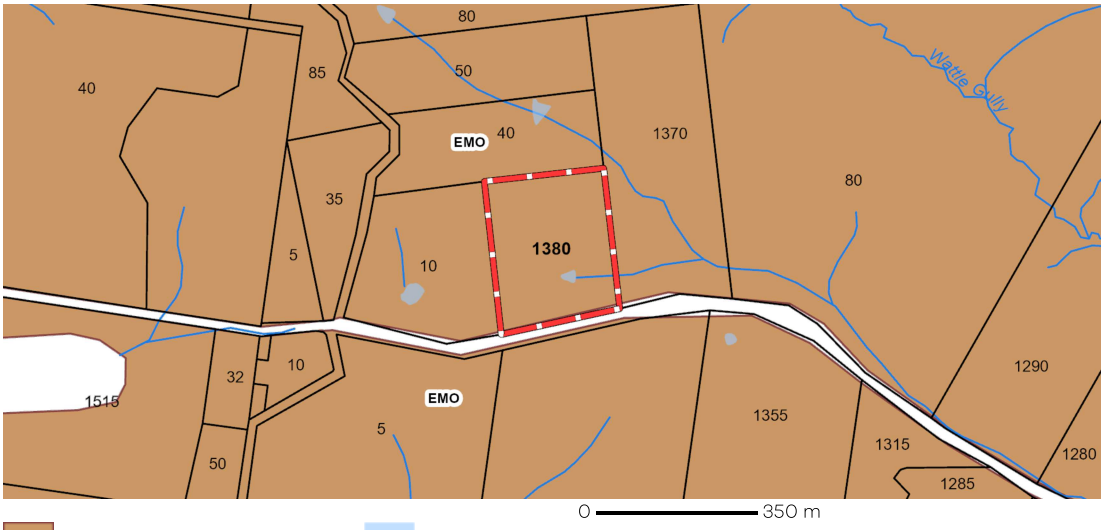


BMO - Bushfire Management Overlay Water area Water course

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

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



EMO - Erosion Management Overlay Water area Water course

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

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PLANNING PROPERTY REPORT

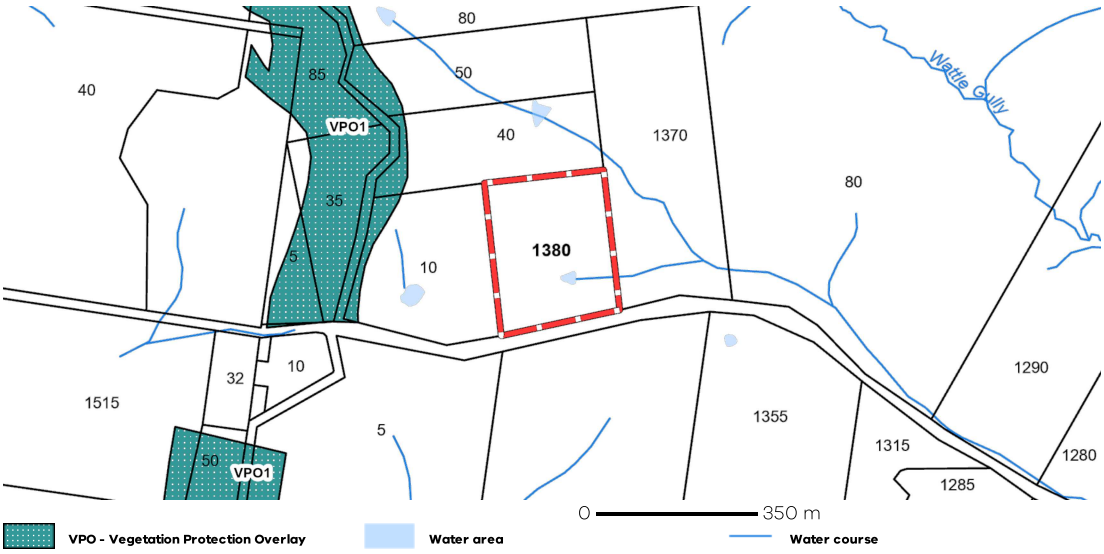
Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

VEGETATION PROTECTION OVERLAY (VPO)



VPO - Vegetation Protection Overlay | Water area | Water course

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

Further Planning Information

Planning scheme data last updated on 11 June 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 abut 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

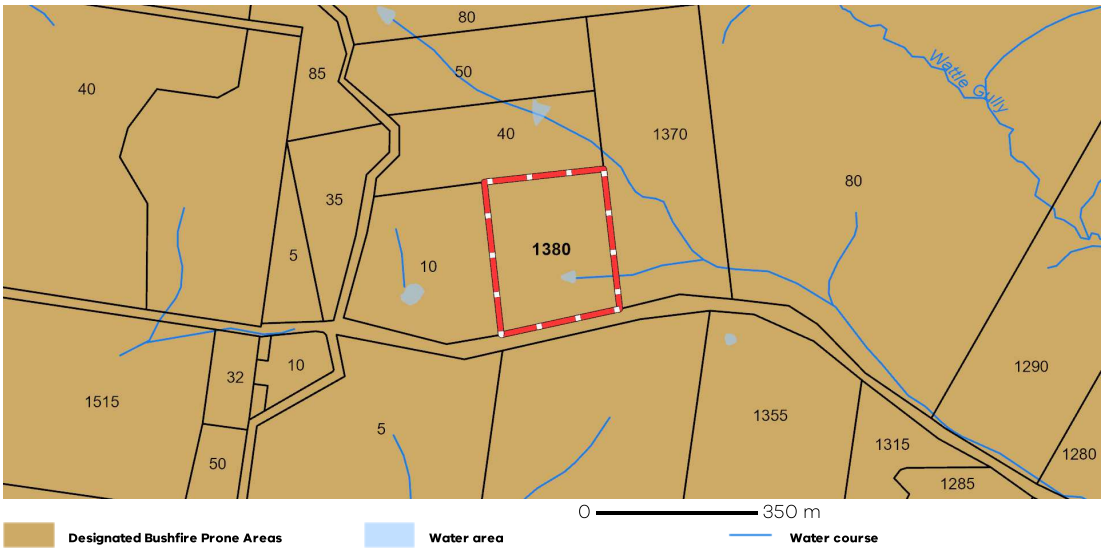
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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) 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)

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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).

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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