

Contract of Sale of Land

Property:

20B Hut Street, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:2373

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:
..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: Peter Ross De Fazio

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: _____ Ref: Dean Zammit

Vendor

Name: Peter Ross De Fazio
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491 286 220 Fax: _____ Ref: 2373

Purchaser's estate agent

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

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11643 Folio 300	2	PS 741878S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 20B Hut Street, Whittlesea VIC 3757

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

All fittings and fixtures of a permanent nature, as inspected

Payment

Price \$

Deposit \$ by / / 2023 (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

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

Bank guarantee

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

GST (general condition 19)

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

~~GST (if any) must be paid in addition to the price if the box is checked~~

~~This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked~~

~~This sale is a sale of a 'going concern' if the box is checked~~

~~The margin scheme will be used to calculate GST if the box is checked~~

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

2.1 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 the Vendor's Agents from any claims demands in respect thereof.

2.2 The Purchaser hereby acknowledges, by the signing of this Contract of Sale, that the decking located on the property may not have permits or comply with all current legislative requirements. The Purchaser further acknowledges, notwithstanding anything to the contrary herein, that the Purchaser cannot terminate this Contract of Sale for any reason directly or indirectly related to, or associated with, the decking or its non-compliance with current legislative requirements, nor require the Vendor to attend to any works, notices or obtain any permits, compliance certificates or similar for the decking. It is hereby agreed that this condition will not merge on settlement.

3. Planning

The property 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. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser 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. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that an omission or mistake in the description of the property of any deficiency in the area, description or measurements of the land does not invalidate the sale. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

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

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging 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 solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) ‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) ‘GST’ includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling

within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the

Sale of Land Act 1962; and

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, of

And , of

being the **Sole Director / Directors** of

of (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2023

SIGNED by the said)
)
)

 Print Name: Director (Sign)

.....)
 in the presence of:)
)

 Witness:


Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	20B HUT STREET, WHITTLESEA VIC 3757
-------------	-------------------------------------

Vendor's name	Peter Ross De Fazio	Date
Vendor's signature		03/11/2023

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$4,500.00

Authority	Amount
(1) Whittlesea City Council	\$1,813.44
(2) Yarra Valley Water (estimate)	\$750.00
(3) State Revenue Office Land Tax (single holding)	\$495.00

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

(a) Attached is a Section 137B report required under the Building Act 1993.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows

Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

Is attached

13. ATTACHMENTS

1. Register Search Statement;
2. Plan PS741878S;
3. DELWP Planning Certificate;
4. VicPlan Planning Property report;
5. Yarra Valley Water Information Statement;
6. Whittlesea City Council rates notice;
7. State Revenue Office Land Tax Certificate;
8. Building Permit;
9. Occupancy Permit;
10. Builders Warranty Insurance; and
11. Section 137B Owner Builder Defect Report.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11643 FOLIO 300

Security no : 124110135897W
Produced 30/10/2023 01:10 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 741878S.
PARENT TITLE Volume 08934 Folio 416
Created by instrument PS741878S 30/03/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER ROSS DE FAZIO of 20B HUT STREET WHITTLESEA VIC 3757
AS043691Y 28/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS043692W 28/03/2019
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS741878S 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: 20B HUT STREET WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 28/03/2019

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS741878S
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/10/2023 13:12

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<h1>PLAN OF SUBDIVISION</h1>	LV USE ONLY EDITION 1	<h1>PS741878S</h1>
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<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH : TOOROURRONG TOWNSHIP : WHITTLESEA SECTION : 11 CROWN ALLOTMENT : 1 (PART) CROWN PORTION : - - - TITLE REFERENCE : VOL 8934 FOL 416</p> <p>LAST PLAN REFERENCE : LOT 2 ON LP94809</p> <p>POSTAL ADDRESS : 20 HILL STREET <small>(At time of subdivision)</small> WHITTLESEA 3757</p> <p>MGA94 Co-ordinates E 334 831 ZONE: 55 <small>(of approx centre of land in plan)</small> N 5846 545 GDA 94</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609043 Planning Permit Reference: 609043 SPEAR Reference Number: S073909V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 23/02/2016</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	This is not a staged subdivision. Planning Permit No. 609043
NIL	NIL	DEPTH LIMITATION	Does Not Apply


This plan is based on survey.

This survey has been conducted to permanent marks no(s)
 In Proclaimed Survey Area No.

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP94809	LOTS IN LP94809
E-1	DRAINAGE	2.44	THIS PLAN	CITY OF WHITTLESEA
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER
E-2	SEWERAGE	0.44	THIS PLAN	YARRA VALLEY WATER
E-2	DRAINAGE	0.44	THIS PLAN	CITY OF WHITTLESEA
E-3	DRAINAGE	2	THIS PLAN	CITY OF WHITTLESEA

 <p>Intrax Engineering Confidence</p> <p><small>Civil Forensic Hydraulic Structural Surveying Residential Geotechnical Building Services</small></p>	<p>35 Bank Street South Melbourne VIC 3205 03 8371 0100</p> <p>Geelong 03 5221 8282 New South Wales 02 4869 5666 Queensland 07 3813 5617 South Australia 08 8165 0122</p> <p>A.B.N. 31 106 481 252 www.intrax.com.au</p>	<p>REFERENCE: 67459</p> <p>Digitally signed by: Rodney Leigh Olsen (Intrax Consulting Engineers Pty Ltd), Surveyor's Plan Version (03), 23/02/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 1 OF 2</p> <p>PLAN REGISTERED TIME: 9:03 AM DATE: 30/03/2016 Mark Cagdas Assistant Registrar of Titles</p>
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PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

976800

APPLICANT'S NAME & ADDRESS

MOUNTAIN RANGES CONVEYANCING C/- TRICONVEY2
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

DE FAZIO, PETER

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

414017

This certificate is issued for:

LOT 2 PLAN PS741878 ALSO KNOWN AS 20B HUT STREET WHITTLESEA
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

30 October 2023

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 30 October 2023 01:15 PM

PROPERTY DETAILS

Address: **20B HUT STREET WHITTLESEA 3757**
Lot and Plan Number: **Lot 2 PS741878**
Standard Parcel Identifier (SPI): **2\PS741878**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **961227**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 246 J9**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra 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**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 26 October 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

30th October 2023

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA

Dear Mountain Ranges Conveyancing C/- Triconvey2 (Resel,

RE: Application for Water Information Statement

Property Address:	20B HUT STREET WHITTLESEA 3757
Applicant	Mountain Ranges Conveyancing C/- Triconvey2 (Resel LANDATA
Information Statement	30805294
Conveyancing Account Number	7959580000
Your Reference	414017

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	20B HUT STREET WHITTLESEA 3757
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	20B HUT STREET WHITTLESEA 3757
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

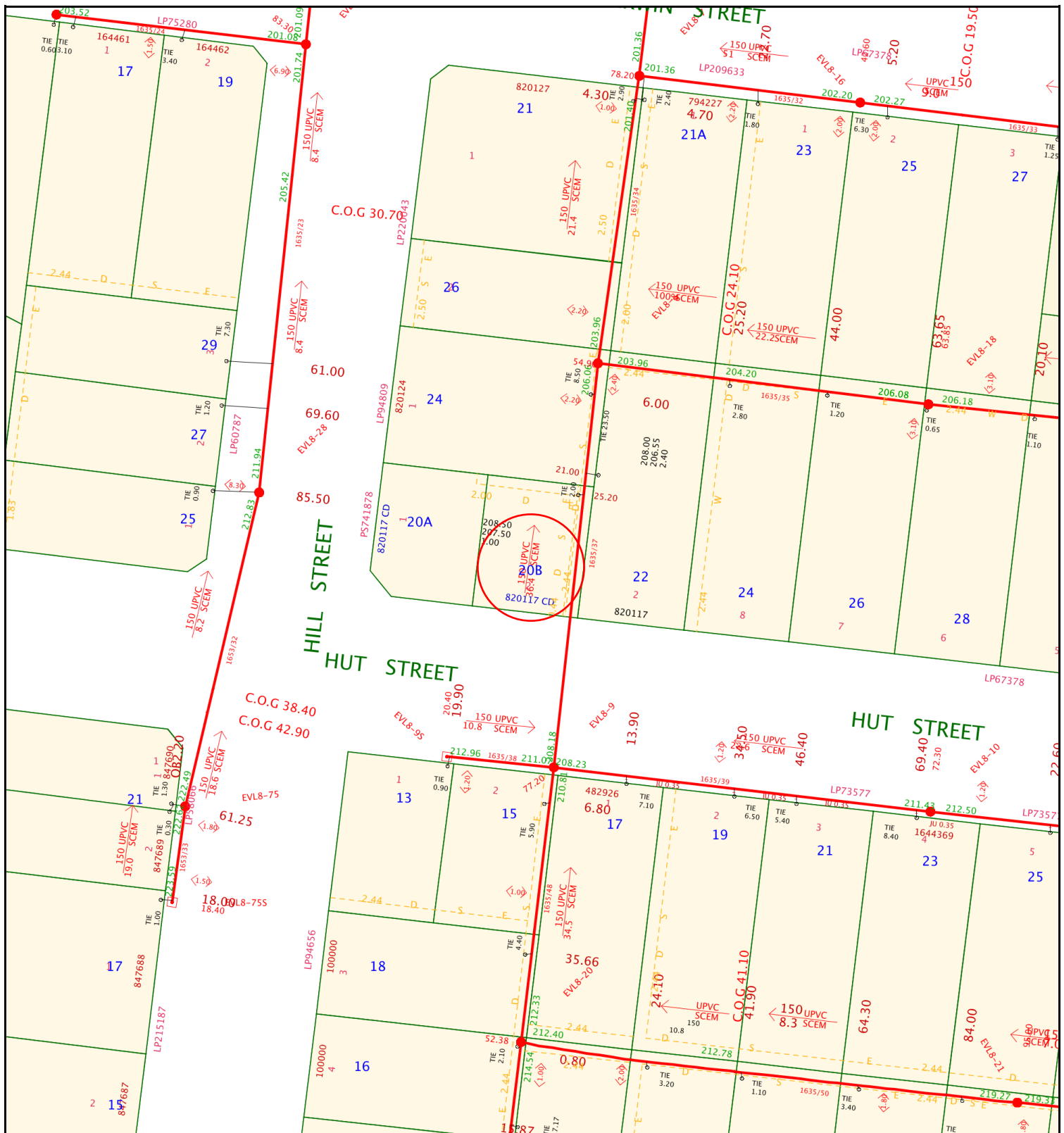
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.
















**Yarra Valley Water
Information Statement
Number: 30805294**

Address	20B HUT STREET WHITTLESEA 3757
Date	30/10/2023
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

19th July 2016

Application ID: 207349

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1366331

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate

approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1228322178
Rate Certificate No: 30805294

Date of Issue: 30/10/2023
Your Ref: 414017

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
20B HUT ST, WHITTLESEA VIC 3757	2\PS741878	5130013	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$16.31	\$16.31

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$173.62

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
20 HILL ST, WHITTLESEA VIC 3757	2\LP94809	1688677	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5130013

Address: 20B HUT ST, WHITTLESEA VIC 3757

Water Information Statement Number: 30805294

HOW TO PAY



Biller Code: 314567
Ref: 12283221783

**Amount
Paid**

**Date
Paid**

**Receipt
Number**




P R De Fazio
 Unit 4
 24 Rattray Road
 MONTMORENCY VIC 3094

025
 R0_1776170

Issue Date 25/08/2023

Assessment Number
0961227



For emailed notices register at
whittlesea.enotices.com.au
 Reference No: 9D1F099D6T

Property Details 20B Hut Street WHITTLESEA VIC 3757

LOT 2 PS 741878S

Owner : P R De Fazio

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$380,000	\$625,000	\$31,250

Level of value date 01/01/2023 Valuation operative date 01/07/2023

AVPCC 110 Detached Dwelling

Rates and Charges

Council Charges

General rate 31,250 x 0.04724460	\$1,476.39
Waste Service Charge (Res/Rural) 1 x 171.45	\$171.45

State Government Charges

Fire services charge (Res) 1 x 125.00	\$125.00
Fire services levy (Res) 625,000 x 125.00	\$28.75
Waste Landfill Levy Res/Rural 1 x 11.85	\$11.85

Total **\$1,813.44**

INSTALMENT 1

* **\$454.44**
 Due By 30/09/2023

INSTALMENT 2

\$453.00
 Due By 30/11/2023

INSTALMENT 3

\$453.00
 Due By 28/02/2024

INSTALMENT 4

\$453.00
 Due By 31/05/2024

***If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

LUMP SUM

\$1,813.44
 Due By 15/02/2024



Scan here to pay



Bank Account

Where to pay

www.whittlesea.vic.gov.au



Billers Code: 5157

Ref: 0961227

BPAY™ this payment via internet or phone banking.
 BPAY View™ - View and pay this bill using internet banking
 BPAY View Registration No.: 0961227



Billpay Code: 0350

Ref: 9612275

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Hours - 8.30am to 5.00 pm Mon. to Fri.
 (except public holidays).



*350 9612275



*350 9612275

Terms and Conditions apply

\$30 Hard Waste

Green Waste

Timber Waste

Brick & Rubble Waste

PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.

Instalments – The four instalments and due dates are shown on the front of this notice. Payment of the first instalment must be received by 30 September 2023 to be on this schedule. Reminders will be issued for the second, third and fourth instalments.

Lump sum – A single lump sum payment due on or before 15 February 2024. This is the total amount for the financial year as shown on the front of this notice.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FIRE SERVICES PROPERTY LEVY

Council must collect the Fire Services Property Levy. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

OBJECTION TO THE VALUATION

The values shown on this notice were assessed as at 1 January 2023 by the Valuer General Victoria. Objections to Council's valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

FINANCIAL HARDSHIP

If you are struggling to pay your rates due to financial hardship, submit an enquiry form for consideration under our financial hardship policy at whittlesea.vic.gov.au/about-us/rates/late-rates-payments/

ARRANGEMENTS

To apply for a payment plan or extension, email your request to arrangements@whittlesea.vic.gov.au and include the assessment number and proposed plan (amount, frequency and start date).

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

OBJECTION TO A RATE OR CHARGE

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 30 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

ALLOCATION OF PAYMENTS

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

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

WASTE VOUCHERS

Vouchers are not transferable or for commercial use – the home owner must be present when using vouchers. Photo ID may be requested when presenting vouchers.

DATE RATES DECLARED

27 June 2023

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752
Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1
BUNDOORA MDC VIC 3083

Email: info@whittlesea.vic.gov.au

Phone: (03) 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Differential Rates Calculated on Net Annual Value		
Differential Type	Rate in the Dollar	Differential for this Assessment
General	0.04724460	\$1,476.39
Farm*	0.02834676	\$885.84

* Eligible ratepayers can apply for farm rate. Please see Council's website for the application form.

PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.



Direct Debit Authorisation Form

Applications close 15 September 2023

Please select one

New applicant
 Updating details
 Cancellation request

Applicant Details

Name	Property address	Phone
Assessment number	Mailing address	Email

Payment Cycle (Select one of the available options. Note, there is no fortnightly option).

<input type="checkbox"/> Monthly (9 payments) 30 September 2023 28 February 2024 31 October 2023 31 March 2024 30 November 2023 30 April 2024 31 December 2023 31 May 2024 31 January 2024	<input type="checkbox"/> Quarterly (4 payments) 30 September 2023 30 November 2023 28 February 2024 31 May 2024	<input type="checkbox"/> Lump sum 15 February 2024
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Bank account details

BSB	Account number	Bank
Account name		Account holder signature/s

Authority

I/We have read and agree with the conditions below as well as the service agreement on the back of this application and I/We authorise the City of Whittlesea to debit the nominated bank account in accordance with this application.

Signature/s	Date
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Conditions

City of Whittlesea will:

- Reserve the right to refuse this application if the rate account is overdue
- Debit your nominated account on each of the set dates (or the next business day if it falls on a weekend or public holiday) and won't negotiate additional payment dates
- Charge a **processing fee** of \$36.65 (inc. GST) to your rates account on the following business day if the entire set amount is not available for debit on the set date
- Not debit a lesser amount than is due on a set date
- Not cancel a direct debit authority unless requested in writing
- Cancel this direct debit authority in the event of two payment dishonours in a rating year
- Confirm in writing when a direct debit authority has been cancelled

Note: If choosing the monthly direct debit option, each instalment will be equal to your total annual rates divided by 9. You can calculate this by referring to your 2023/24 annual rates and charges notice.

SERVICE AGREEMENT

Direct Debit Authority

This service agreement outlines your responsibilities and rights and the City of Whittlesea (Council) commitment to you in respect of the direct debit authority that you are approving.

How will it work?

Upon choosing your payment cycle and returning this completed application to Council, it is your responsibility to ensure that your bank account can accept debits (your bank can confirm this) and that on a set date there are sufficient funds to be debited.

After processing your completed direct debit application, you will receive a written confirmation via email or post.

If you change your mind and wish to cancel the direct debit authority prior to the first set payment, this must be done in writing at least seven days prior. Otherwise, a processing fee of \$36.65 (including GST) will be charged to the rate account. Council will then confirm the cancellation in writing.

Please note: Council will not negotiate additional payment dates to those displayed on this application or attempt to debit an amount that is less than a set amount of your chosen payment cycle.

Dishonoured payment as advised by your bank

If Council is unable to debit your bank account for a set amount, Council will charge a processing fee of \$36.65 (including GST) to the rate account on the following business day.

Please note, a processing fee will also apply if you advise Council to stop an individual debit and do not pay the entire amount by the set date via another payment method.

Council will cancel the direct debit authority in the event of two dishonours in a rating year. A rating year is equivalent to a financial year. We will communicate in writing of a cancellation that is initiated by Council.

What if the nominated bank account has been closed or transferred?

Please notify Council seven days prior to the set date of deduction with the new bank account details to ensure Council does not attempt to debit an incorrect bank account.

Does the direct debit authority cease at the end of the rating year?

The direct debit authority will continue indefinitely unless you request the cancellation in writing. This means every rating year your rates will continue to be paid by direct debit from the nominated bank account. In each rating year Council will confirm the set amounts and set dates in writing. Importantly, you must ensure that the details we hold for the direct debit authority remain valid.

How secure are my bank account details?

The signed direct debit authority containing your bank account details are confidential and kept in locked and secure storage at the Council offices. Applications are destroyed after an authority is cancelled.

Enquiries

Please direct all enquiries to Council on (03) 9217 2170 rather than to your bank. All communication addressed to Council should include the assessment number shown on the front of the rates notice.

Disputes

If you believe that Council has incorrectly debited your bank account, please contact Council on (03) 9217 2170. The matter will be attended to immediately and every attempt will be made to resolve the dispute within seven days. A refund will be processed if Council is unable to substantiate the entire amount that was debited.

It is your right to cancel a direct debit authority

A request to cancel an existing direct debit authority can be made at any time in writing.

Property Clearance Certificate

Land Tax



INFOTRACK / MOUNTAIN RANGES CONVEYANCING

Your Reference:	2373
Certificate No:	67441853
Issue Date:	30 OCT 2023
Enquiries:	ESYSPROD

Land Address: 20B HUT STREET WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42808470	2	741878	11643	300	\$0.00

Vendor: PETER DE FAZIO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER ROSS DE FAZIO	2023	\$360,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$360,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 67441853

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$495.00

Taxable Value = \$360,000

Calculated as \$375 plus (\$360,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67441853

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67441853

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MOUNTAIN RANGES CONVEYANCING

Your Reference:	2373
Certificate No:	67441853
Issue Date:	30 OCT 2023

Land Address: 20B HUT STREET WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
2	741878	11643	300

Vendor: PETER DE FAZIO
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 67441853

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY




Biller Code: 416073
Ref: 67441857

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67441857

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

BUILDING PERMIT

Building Act 1993, Building Regulations 2006
Regulation 313 **Form 2**



ISSUED TO (AGENT OF OWNER)

Simonds Homes Victoria Pty Ltd
Level 1 Unit 28, 797 Plenty Road, South Morang - 3752, VIC

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

SIMONDS HOMES VICTORIA PTY LTD - LEVEL 1 UNIT 28, 797 PLENTY ROAD, SOUTH MORANG - 3752, VIC

OWNERSHIP DETAILS

Peter De Fazio & Aziza De Fazio
30 Robins Avenue, Humevale - 3757, VIC

PROPERTY DETAILS

Lot 2 (20B) Hut Street, Whittlesea - 3757

LPIPS PS741878S	VOLUME 11643	FOLIO 300	COUNTY -
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CROWN ALLOTMENT -	SECTION -	PARISH -
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MUNICIPAL DISTRICT City of Whittlesea	NEW BUILDING AREA 192 m ²	ALLOTMENT AREA 506 m ²
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DOMESTIC BUILDING WARRANTY INSURANCE (IF APPLICABLE) QBE Insurance	INSURANCE POLICY NUMBER 410067473BWI-250
--	--

BUILDER

Simonds Homes Victoria Pty Ltd, Level 1 Unit 28, 797 Plenty Road, South Morang - 3752, VIC

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORK

NAME Vallence Gary Simonds	CATEGORY/CLASS Builder	REGISTRATION NO. DB-U 5403
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BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

NAME Vallence Gary Simonds	CATEGORY/CLASS Builder	REGISTRATION NO. DB-U 5403
Yasemin Mustafa	Engineer	EC 42073
Stuart McLennan	Building Surveyor	BS-U 1577

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage	COST OF BUILDING WORK \$210,568.00
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CONDITIONS:

This Permit is subject to the following conditions: -

- This building permit shall be read in-conjunction with the endorsed drawings.
- It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.
- It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
- Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
- This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
- The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.

BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground Floor	1a(i)	Dwelling
Ground Floor	10a	Garage

ALTERNATIVE SOLUTION (OPTION 2)

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relates to this project:

ALTERNATIVE SOLUTION:	PERFORMANCE REQUIREMENTS:
<ol style="list-style-type: none"> To allow the dwelling to have a minimum 135mm step down to the garage slab. To allow the garage entrance to have a 40mm minimum rebate in which the car entry door is to close. To allow the garage paving to be a minimum of 60mm above the adjoining external paving. To allow the garage car entry door to be considered as a weatherproof opening. 	P2.2.1 – surface water P2.2.2 – weatherproofing P2.2.3 – dampness

PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)

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

DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	610 (2)
2. City of Whittlesea	Report & Consent – Building over an easement	310 (1)
3. City of Whittlesea	Report & Consent – Setback from a street alignment not complying with reg. 409	409 (4)

RELEVANT BUILDING SURVEYOR'S DETERMINATIONS (IF APPLICABLE ✓)

The following determinations relate to this project:

DETERMINATION:	REGULATION:
✓ Alternative Solution. As the RBS, I have reviewed the alternative solution report and determine that the alternative solution complies with a performance requirement of the NCC.	National Construction Code

THE MANDATORY INSPECTION NOTIFICATIONS STAGES

Prior to placing of footing	Prior to pouring of insitu concrete	Completion of framework	Final upon completion of building work
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OCCUPATION OF BUILDING

An Occupancy Permit is required prior to the occupation or use of this building.

COMMENCEMENT AND COMPLETION

The building work must commence by 10/08/2017, and must be completed by 10/08/2018.

RELEVANT BUILDING SURVEYOR

Clem Giambattista

BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

SIGNATURE

REGISTRATION No.

BS-U16908

PERMIT No.

16908/2016/002976/0

DATE

10/08/2016

NOTES:

- Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
- Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Include building practitioners with continuing involvement in the building work.
- Include building practitioners with no further involvement in the building work.
- Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
- Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
- It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$12,000.

OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2006
Regulation 1005 Form 6

checkpoint
building surveyors

ISSUED TO (AGENT OF OWNER)

Simonds Homes Victoria Pty Ltd
Level 1 Unit 28, 797 Plenty Road, South Morang - 3752, VIC

OWNER

Peter De Fazio & Aziza De Fazio
30 Robins Avenue, Humevale - 3757, VIC

PROPERTY DETAILS

Lot 2 (20B) Hut Street, Whittlesea - 3757

MUNICIPAL DISTRICT

City of Whittlesea

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

BUILDING DETAILS

PART OF BUILDING

Ground Floor

Ground Floor

BCA CLASSIFICATION

1a(i)

10a

PERMITTED USE

Dwelling

Garage

ALLOWABLE FLOOR LOAD

1.5 kPa

2.5 kPa

NO. OF PEOPLE

NA

NA

ALTERNATIVE SOLUTION (OPTION 2)

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relates to this project:

ALTERNATIVE SOLUTION:

- To allow the dwelling to have a minimum 135mm step down to the garage slab.
- To allow the garage entrance to have a 40mm minimum rebate in which the car entry door is to close.
- To allow the garage paving to be a minimum of 60mm above the adjoining external paving.
- To allow the garage car entry door to be considered as a weatherproof opening.

PERFORMANCE REQUIREMENTS:

- P2.2.1 – surface water
P2.2.2 – weatherproofing
P2.2.3 – dampness

PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)

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

DETERMINATION:

- City of Whittlesea
- City of Whittlesea
- City of Whittlesea

MATTER REPORTED ON:

- Report & Consent – Legal Point of Discharge of Storm Water
Report & Consent – Building over an easement
Report & Consent – Setback from a street alignment not complying with reg. 409

REGULATION:

- 610 (2)
310 (1)
409 (4)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

The building or part of the building to which this permit applies is suitable for occupation.

DATE OF INSPECTION

09/03/2017

RELEVANT BUILDING SURVEYOR

Clem Giambattista

REGISTRATION No.

BS-U16908

BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

CERTIFICATE No.

16908/2016/002976

SIGNATURE



DATE

10/03/2017

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2006; and

2. Regulation 1215 of the Building Regulations 2006 requires the owner of a building to maintain all essential services.

CBS 2016/3062

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099
a division of bcg (aust) pty ltd
acn 114 332 017 abn 18 394 329 425

PETER DE FAZIO &
30 ROBINS AVE
HUMEVALE 3757

Name of Intermediary
EBM INSURANCE BRKRS - SIMONDS
SUITE 4
651 VICTORIA STREET ABBOTSFORD 3067

Account Number
41BWEBM01
Date Issued
08/08/2016

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

46206
LOT 2,20B HUT STREET
WHITTLESEA VIC 3757

Carried out by the builder

SIMONDS HOMES VICTORIA PTY LTD
ACN: 050 197 610

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

For the building owner

PETER DE FAZIO &
AZIZA DE FAZIO

Pursuant to a domestic building contract dated

26/11/2015

For the contract price of

\$210,568.00

Type of cover

Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*

Period of cover

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

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

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

Domestic Building Insurance Certificate of Insurance

Policy Number 410067473BWI-250

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



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

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

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs







Base DBI Premium	\$821.00
GST	\$82.10
Stamp Duty	\$90.31
Total	\$993.41

IMPORTANT:

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

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>MATCH</p> <p><i>Both name of builder and ACN or ABN match</i></p> 	<p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p>NO MATCH</p> <p><i>Call QBE, name of builder does not match</i></p> 	<p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>NO MATCH</p> <p><i>Call QBE, ABN or ACN does not match</i></p> 	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p> 

**Domestic Building Insurance
 Certificate of Insurance**

Policy Number 410067473BWI-250

QBE Insurance (Australia) Ltd
 628 BOURKE STREET
 MELBOURNE VIC 3000
 Phone: (03) 9246 2666
 Fax: (03) 9246 2611
 ABN: 78 003 191 035
 AFS License No: 239545



EBM INSURANCE BRKRS - SIMONDS
 SUITE 4
 651 VICTORIA STREET ABBOTSFORD 3067

Account Number
 41BWEBM01
Date Issued
 08/08/2016

Policy Schedule Details

Builder SIMONDS HOMES VICTORIA PTY LTD
ABN/ACN 35 050 197 610
Business Address LOCKED BAG 4002
 SOUTH MELBOURNE 3205
Registration Number DBU 5403
Type of Insurance DOMESTIC BUILDING INSURANCE
Construction Works NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At 46206
 LOT 2,20B HUT STREET
 WHITTLESEA VIC 3757
State VIC

Declared Construction Value	Contract Date	Estimated Construction Completion Date
\$210,568.00	26/11/2015	08/08/2017

Building Owner / Beneficiary PETER DE FAZIO &
 AZIZA DE FAZIO

Limit of Indemnity, Period of Insurance, Expiry Date

As stated in the Certificate of Insurance and the policy

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

Total Premium and Charges

Premium \$821.00
 Levies \$0.00
 GST \$82.10
 Stamp Duty \$90.31

Total Premium \$993.41

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 410067473BWI-250



Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

OWNER BUILDER DEFECTS REPORT (137B REPORT)



Prepared for Clients: Peter De Fazio

Inspection Address: 20B Hut Street
Whittlesea, Victoria 3757

Date of Inspection: Wednesday, 1 November 2023

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: Peter De Fazio

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

TITLE

Description

ICON SYMBOL DEFINITIONS



No action to be taken



Attention Required



Defect



Not applicable



PROPERTY DETAILS

Approximate Age:	10 years
No. of Storeys:	1
Foundation:	Concrete Slab
Floor:	Tiles, Carpet, Laminate
Roof:	Concrete Tiles
Window Frames:	Aluminium
External Walls:	Brick Veneer
Car Accommodation:	Double



WORK DETAILS

Date of Report:	Wednesday, 1 November 2023
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:	External Additions
Description of Building and Materials used in Construction:	Construction of Decking and Handrails



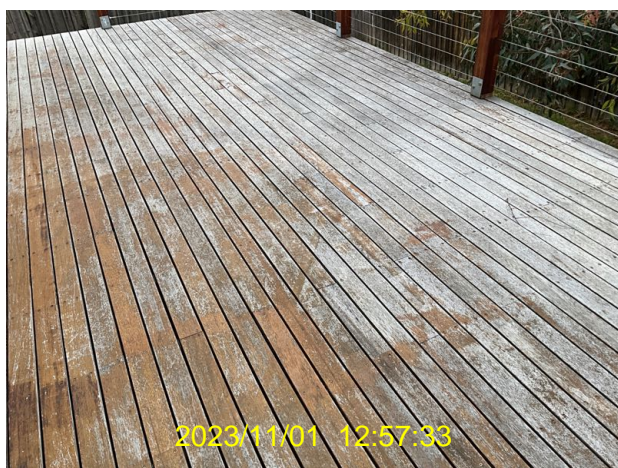
OUR FINDINGS

BUILDING EXTERIOR

Balcony/Verandah/Patio/Deck

<input type="checkbox"/> N/A Ceilings	<input checked="" type="checkbox"/> Posts/Piers/Stumps	<input type="checkbox"/> N/A Roof Cover
<input checked="" type="checkbox"/> Structural	<input type="checkbox"/> N/A Walls	

Floor





Handrails/Balustrade



✓ Steps



SUMMARY

Areas of the building/s inaccessible at the time of inspection

The subject area was accessible at the time of the inspection.

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

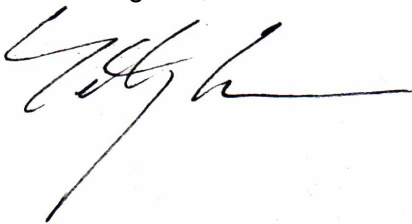
The Works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

General notes

No secondhand material was used on the Works.

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

Kind Regards,



Timothy Lau
ARBV 15355, IN-PS 76107
Contractor for
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.
Notting	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 Satisfied
- Satisfied
- Neutral
- Dissatisfied

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



DATED

2023

PETER ROSS DE FAZIO

VENDOR STATEMENT

Property: 20B Hut Street, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:2373