

## **Contract of Sale of Real Estate**

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**AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)**  
*Vendor*

**LOT 1 /122 MIDDLE STREET, HADFIELD 3046**  
*Property*

**Vicland Conveyancing**  
Office 8/315 Barry Road  
Campbellfield 3061

**Tel : 9357 7500**  
**Fax: 9357 9353**  
**Our ref: 15799**

**[info@viclandconveyancing.com.au](mailto:info@viclandconveyancing.com.au)**

# CONTRACT OF SALE OF REAL ESTATE

Property address: Lot <sup>1</sup> /122 Middle Street Hadfield 3046

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the Estate Agents (Contracts) Regulations 2008; and
- Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962, as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** ~~.....~~ *[Signature]* on 22 / 9 / 2018

Print name(s) of person(s) signing: *Richy Oliver Stephens and Teresa Jane Murphy*

State nature of authority, if applicable .....

This offer will lapse unless accepted within [ 10 ] clear business days (3 clear business days if none specified)

**SIGNED BY THE VENDOR:** *[Signature]* on 02 / 10 / 2018

Print name(s) of person(s) signing: **AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)**

State nature of authority, if applicable .....

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

### IMPORTANT NOTICE TO PURCHASERS

**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 or within 3 clear business days before or after a publicly advertised auction;
- 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.

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

## VENDOR

Name: AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)

Address: 1/13 Drina Street Strathmore 3041

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3061

Email: info@viclandconveyancing.com.au

Tel: (03) 9357 7500 Mob: 0433 680 390 Fax: (03) 9357 9353 Ref: 15799

## PURCHASER

Name: Ricky Oliver Stephens and Tereasa Jane Humphrey and/or Nominee

Address: 5 Gibbs Road, Yarra Glen, Vic, 3775

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: First Class Legal

Address: 13 Blackburn road, Blackburn, Vic

Email: tim@firstclasslegal.com.au

Tel: 1300-956-321

Mob:

Fax:

Ref:

## LAND (general conditions 3 and 9)

The land is -

Described in the table below -

Certificate of PARENT Title reference	being lot	on PROPOSED PLAN
Volume 09221 Folio 313	1	PS813876G
Volume Folio		

OR

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

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: Lot 1 /122 Middle Street Hadfield 3046

**GOODS SOLD WITH THE LAND** (general condition 2.3(f)) (list or attach schedule)

Refer to attached list of inclusions

**PAYMENT** (general condition 11)

Price \$ 755,000

RS JH HTA

Deposit \$ 75,500 by ..22.... / ..10.... / 20..18.... (of which \$ .500... has been paid)

Balance \$ 679,500 payable at settlement

**GST** (general condition 13)

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

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

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

**SETTLEMENT** (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are\*:

(\*only complete the one that applies. Check tenancy agreement/lease before completing details)

\*residential tenancy agreement for a fixed term ending on ..... / ..... /20.....

OR

\*periodic residential tenancy agreement determinable by notice

OR

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

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions.

~~**LOAN** (general condition 14)~~

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

~~Lender: .....~~

~~Loan amount: \$ ..... Approval date: ..... / ..... /20.....~~

RS JH HTA



FORM 2  
Estate Agents Act 1980 *Regulation 5(a)*  
**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS**

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**TITLE**

**1. Encumbrances**

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

**3. Identity of the land**

- 3.1 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.
- 3.2 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. Version: 1 October 2014 Estate Agents

#### 4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. Release of Security Interest

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must-
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must

- provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 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.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise."

#### **8. 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.

#### **9. General Law Land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

### **MONEY**

#### **10. Settlement**

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.



## 11. Payment

11.1 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.

11.2 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;

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 do 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 S27 of the **Sale of Land Act 1962** have been satisfied.

12.2 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.

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

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

#### **14. Loan**

- 14.1 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.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### **15. Adjustments**

- 15.1 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.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### **TRANSACTIONAL**

#### **16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### **17. Service**

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

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

#### **19. 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.

## **20. 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.

## **21. Notices**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. 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.

## **23. Terms contract**

23.1 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.

23.2 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.

## **24. Loss or damage before settlement**

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. 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**

### **26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **27. Default notice**

- 27.1 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.
- 27.2 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.

### **28. Default not remedied**

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## **SPECIAL CONDITIONS ("SC")**

**1. INTERPRETATION**

In the interpretation of this contract where the context permits.

- (a) words importing either gender shall be deemed to include the other gender.
- (b) words importing the singular number shall be deemed to include the plural and vice versa;
- (c) where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

**2. LAND IDENTITY**

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

**3. ACKNOWLEDGEMENT**

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32(1) of the *Sale of Land Act 1962*.

**4. PLANNING**

The purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

**5. RESTRICTIONS**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make their own enquiries whether any structures or buildings are constructed over any easements prior to signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

**6. SERVICES**

The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The purchaser further acknowledges that they will be responsible to pay and/or reimburse all costs of and incidental to the connection and/or re-connection of all the services.

**7. NO REPRESENTATIONS**

The Purchaser acknowledges that:

- (a) the Vendor's Agent has acted as sole agent for the Vendor;
- (b) no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on and no such information, representation or warranty has been relied on;
- (c) the Purchaser has relied on its own enquiries and inspection of the Property including all improvements, fixtures, fittings and Chattels;
- (d) It has not relied on any description of the Property included in any brochure, investment report or advertising for the sale;
- (e) no representation or warranty has been made or given that the Property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available;
- (f) no warranty has been given as to the condition, quality or fitness for purpose of the improvements, fixtures, fittings or Chattels.
- (g) This contract forms the entire agreement between the Vendor and the Purchaser.

**8. DEFAULT**

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;
- (c) Accommodation expenses necessarily incurred by the vendor;
- (d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;
- (e) A fee for rescheduling settlement on the day of settlement or after set at \$150.00 per re-attendance;
- (f) Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

**9. INTEREST ON DEFAULT**

General Condition 26 does not apply to this Contract and instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.

**10. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS**

- 10.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 10.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 10.4 This Special Condition will not merge on completion

**11. NOTICES**

Any demand, notice or document by any party to this contract may be made or given by the representative for that party as set out in the contract or contract note or as otherwise advised to the other party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his said representatives at their respective addresses as named in the contract or contract note or as otherwise notified or if served in any other manner authorised by the Supreme Court Rules for service of documents upon parties on their legal practitioners.

**12. GUARANTEE AND INDEMNITY**

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

**13. SETTLEMENT**

- 13.1 Settlement shall take place no later than 3.30 pm (eastern standard time) on the settlement date falling which settlement shall be deemed to take place on the next business day.
- 13.2 Settlement shall take place at the offices of the vendor's representative or at such other place as the vendor directs.

**14. SETTLEMENT AGENT APPOINTMENT**

The purchaser acknowledges that the vendor has appointed Vicland Conveyancing as their agent for the purpose of completing this transaction and for directing the payment of all monies payable pursuant to this Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority. The vendor may request up to a maximum of six (6) bank cheques at settlement.

**15. GOODS AND SERVICE TAX (GST)**

The price is inclusive of GST. The Purchaser will not be required to pay or reimburse any of the GST paid or payable by the Vendor in respect of the supply of the land. The Vendor reserves the right, which the purchaser hereby acknowledges, to elect for the "Margin Scheme" as set out in the GST Act to apply to the supply under this Contract.

**16. FOREIGN INVESTMENT REVIEW BOARD**

The purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act 1975 (Cth) do not apply to the purchaser or this purchase and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty.

**17. WHOLE AGREEMENT**

This Contract sets out all the terms and conditions of this sale. Any promise condition representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negated and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of signing this Contract which relates to the property. This condition shall operate for the benefit of the Vendor and the Vendor's estate agent and their respective employees agents and contractors.

**18. SEVERABILITY**

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

**19. NON MERGER**

Any term of this contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the Property but will continue to have full force and effect.

**20. GOVERNING LAW**

This contract is governed by the laws of the State of Victoria.

**21. OWNERS CORPORATION ACT 2006**

The land is affected by an owners corporation and a copy of the current owners corporation certificate and documents required to accompany the owners corporation certificate under the Act – the details of which shall be provided upon registration of the plan of subdivision.

**22. PLAN OF SUBDIVISION**

This contract is subject to and conditional upon the certificate of the plan of subdivision (the "Plan") by the Council (the "Council") of the municipality within which the property situated and registration of the plan with the Registrar of Titles within eighteen (18) months from the day of sale (the "Plan Registration Date").

The vendor at his own costs must use his best endeavours to procure the certification and registration of the plan by the registration date.

Subject to Section 9AC of the Sale of Land Act 1962, the vendor reserves the right to alter, amend or vary the plan in accordance with any requirements of the vendor, the Council or the Registrar of Titles.



If any amendments to the plan is made which restricts or limits the use of the lot or lots to which this contract relates, then the purchaser may avoid this contract at any time before the plan is registered unless the amendment results from any recommendation of a public authority or government department. The provisions of this condition and section 10 (1) of the Sale of Land Act 1962 do not apply in respect of the final location of an easement shown on the plan.

If the plan is not certified and registered by the plan registration date then either the vendor or the purchaser may at any time after that date but before the plan is registered rescind this contract by written notice to the other party.

**23. NATURAL SURFACE LEVEL**

The Purchaser acknowledges that the property may have been filled, raised, levelled, compacted or cut prior to the Vendor becoming registered proprietor of that part of the Development Land containing the Property and that the Purchaser must not make any requisition nor claim any compensation nor claim any setoff nor rescind this contract for any such works.

The Purchaser acknowledges that the Property has been, or is, or will be, in the course of the subdivisinal works and may be filled, raised, levelled, compacted or cut as disclosed in the Vendor's Statement.

The purchaser acknowledges and agrees that the plans disclosed in the subdivisinal works are design plans only and are not as built plans and that such plans and subdivisinal works may be changed before settlement.

At the day of sale:

- (a) If no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has not given disclosure pursuant to section 9AB(1) of the Act; and
- (b) If works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Act.
- (c) If such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with Section 9AB(2) of the Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

The Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works, particulars of which have been disclosed to the Purchaser.

The Purchaser further acknowledges and agrees that in calculating the amount of any fill provided to the Property, any amount of topsoil removed from the Property prior to filling and regarding any replaced thereafter shall not be included in such calculation.

The Purchaser indemnifies the Vendor against any claim made by any person in respect of subdivisional works. This condition shall not merge on the transfer of the Property. The Vendor and its employees, agents and consultants may commence or complete the subdivisional works after settlement of this Contract.

**24. BUILDING/CONSTRUCTION**

The vendor will enter into a Major Domestic Building Contract with a Builder for the Works.

The purchaser admits that this contract is not a Major Domestic Building Contract for the purposes of the Domestic Building Contracts Act 1995. The vendor must ensure that the Builder rectifies any omissions or defect in the Property Works arising from defects in material and/or workmanship notified in writing to the vendor by the purchaser within ninety (90) days of the issue of the Occupancy Permit.

The Vendor may approve minor variations to the Works (including the substitution of fixtures and fittings described in the Specifications attached hereto by other fixtures and fittings of the same nature and similar quality) but must not approve any major variations to the Works without the consent of the purchaser which shall not be unreasonably withheld or delayed.

If at the expiry of eighteen (18) months of the Day of Sale the Works are not at a stage where an Occupancy Permit will be issued the purchaser <sup>OR VENDOR</sup> may terminate the contract by written notice to the vendor/<sup>purchaser</sup> but otherwise shall have no right or remedy against the vendor in respect of any delay in or failure to complete the works.

In the event of any dispute as to the nature of the fixtures, fittings and/or chattels in the Land or the quality or standard of the finish of the Land or the fixtures, fittings and/or chattels, the purchaser shall not delay or postpone settlement or retain any part of the balance of the Purchase Price as security for an alleged obligation on the vendor to complete the works and shall proceed to settlement as required by this contract.

**25. PLANS & SPECIFICATIONS**

The purchaser warrants having inspected the Plans and Specifications and having satisfied itself as to all matters referred to therein. The Purchaser further warrants to make no objection or requisition or claim any compensation nor to rescind or determine this contract of sale nor to delay or postpone settlement of this contract of sale as a result of anything or matter contained in or arising out of the plans and specifications.

**26. OUTGOINGS & ADJUSTMENTS**

Unless and until assessment of rates and taxes are issued in respect of the said Lot all adjustments between the parties shall be made on the basis of the Lot shall be liable to that proportion of any such rates, taxes and outgoings levied or assessed against the parcel as a whole which the Lot entitlement of such Lot bears to the total entitlement of all Lots contained in the said Plan. Land tax must be adjusted and apportioned between the parties as at settlement date.

**27. OFF THE PLAN SALES**

The parties agree that at the date of sale, the value of the land and improvements is as follows:

Base land value	\$
Improvements constructed to date:	\$
Improvements yet to be constructed:	\$

The vendor does not make any warranty as to the amount of stamp duty payable on the transfer of land to the purchaser and the purchaser acknowledges that it is liable for all stamp duty payable on the transfer. The purchaser is not entitled to make any requisitions, objection or claim in respect of or in any way connected with the stamp duty payable on the transfer and cannot delay or postpone settlement or retain any part of the balance of the purchase price as a result of any legislative amendment or any ruling or determination made by the State Revenue Office after the day of sale affecting the stamp duty payable on the transfer.

**28. CAVEAT**

The Purchaser will not prior to registration of the Plan lodge or allow a nominee or any other person claiming through it or acting on its behalf to lodge any caveat with respect to the purchaser's interest under this Contract.

**29. DEPOSIT**

The deposit moneys payable by the purchaser shall be paid to the vendor's agent to be held on trust for the purchaser until the registration of the plan and then to be held as stakeholder pursuant to Section 24 of the Sale of Land Act 1962.

**IMPORTANT NOTICE TO PURCHASERS - Section 9AA(1A) Sale of Land Act 1962**

- (a) Subject to the limit set by subsection 9AA(1)(b) of the Sale of Land Act, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.
- (b) A substantial period of time may elapse between the day on which the purchaser signs this contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.
- (c) The value of the lot may change between the day on which the purchaser signs this contract for sale of this lot and the day on which the purchaser becomes the registered proprietor.

## **GSTwithholding**

- 1.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.
- 1.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 1.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
  - a. complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
  - b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
  - c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner, except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 1.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 1.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 1.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 1.7. In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.



# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

## **Vendor's Statement**

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**AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)**  
*Vendor*

**LOT /122 MIDDLE STREET, HADFIELD 3046**  
*Property*

**Vicland Conveyancing**  
Office 8/315 Barry Road  
Campbellfield 3061

**Tel : 9357 7500**  
**Fax: 9357 9353**  
**Our ref: 15799**  
**info@viclandconveyancing.com.au**



# Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("THE ACT")

Vendor: **AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)**

Property: **LOT 1 /122 MIDDLE STREET HADFIELD 3046**

## 1. Outgoings and Statutory Charges

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- a. are as follows: or  
are contained in the attached certificate/s.

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Moreland City Council	\$1,800.00 approx.	
2. Yarra Valley Water	\$refer to attached certificate	
3. Owners Corporation fees	\$TBA	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably expect to have knowledge of are as follows:

- b. Their total does not exceed \$5,000.00
- c. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act including the amount owing under the charge:

## 2. Insurance details in respect of the land

- (a) if the contract provides the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such Insurance has been effected  
Particulars of vendor's insurance policy:

- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.  
Particulars of vendor's required insurance: **Not applicable**

### **3. Matters relating to land use**

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
- i. Description: **refer to attached title search.**
  - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: **None to the vendors knowledge.**
- (b) This land is **NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
- (i) name of the planning scheme:
  - (ii) name of the responsible authority: **Moreland City Council**
  - (iii) zoning of the land: **General Residential Zone**
  - (iv) name of any planning overlay affecting the land:  
**Refer to attached property report.**

Are contained in the attached certificate/s.

### **4. Notices made in respect of land**

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:
- Not applicable.
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:
- Not applicable.
- (c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.
- Not applicable.

## **5. Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): **See attached.**

## **6. Information relating to any owners corporation**

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006* - **details will be provided upon registration of the plan of subdivision.**

## **7. Growth areas infrastructure contribution**

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) - \*Delete as appropriate

- \* Particulars of work-in-kind agreement: n/a
- \* Is contained in the attached certificate/s and / or notice/s: n/a

## **8. Disclosure of non-connected services**

The following services **NOT** connected to the land are marked

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

## **9. Evidence of title**

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) if the land is part of a staged subdivision, if the land is in the second or subsequent stage, a copy of the plan of the first stage

Please note additional requirements for staged subdivisions and further subdivisions within the meaning of the **Subdivision Act, 1988**.

**PLEASE NOTE:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

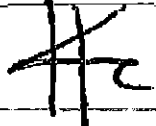
**DATE OF THIS STATEMENT**

01 / 09 / 20 18

**Name of the Vendor**

AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)

**Signature/s of the vendor**

x 

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

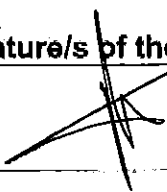
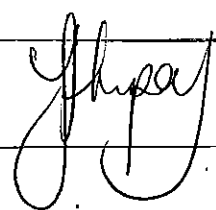
**DATE OF THIS ACKNOWLEDGMENT**

22 / September / 20 18

**Name of the Purchaser**

Ricky Oliver Stephens and Tereasa jane Humphrey

**Signature/s of the Purchaser**

x  

Register Search Statement - Volume 9221 Folio 313

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

VOLUME 09221 FOLIO 313

Security no : 124073659934H  
Produced 29/08/2018 08:10 am

LAND DESCRIPTION

Lot 1 on Title Plan 166420L.  
PARENT TITLE Volume 08181 Folio 720  
Created by instrument G699028 08/07/1977

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AUSTVIC CONSTRUCTION PTY LTD of 1/101 PLUMPTON AVENUE AVENUE GLENROY VIC  
3046  
AN607900U 01/03/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN607901S 01/03/2017  
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 TP166420L 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: 122 MIDDLE STREET HADFIELD VIC 3046


ADMINISTRATIVE NOTICES

NIL

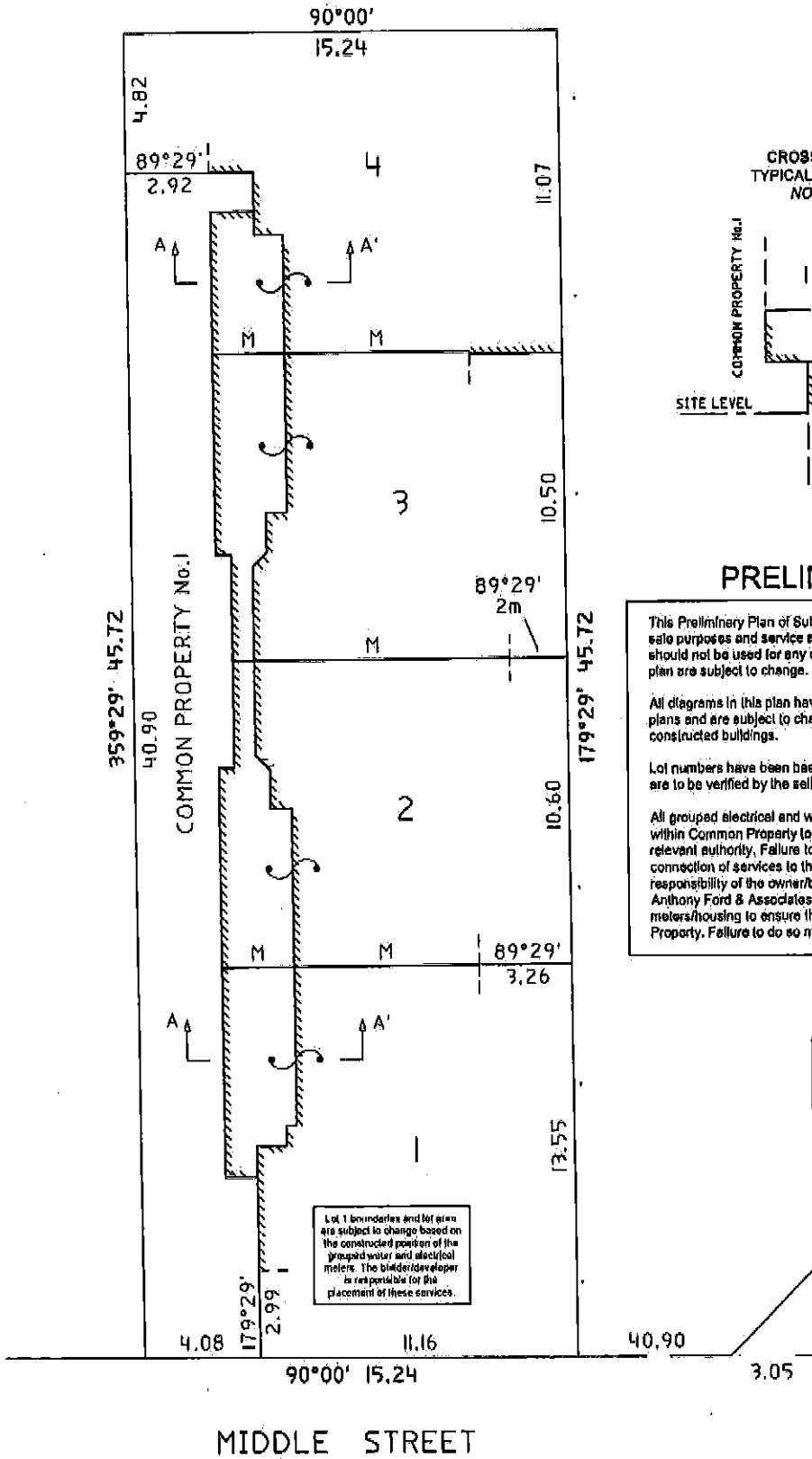
eCT Control 15232S WESTPAC BUSINESS BANKING  
Effective from 01/03/2017

DOCUMENT END

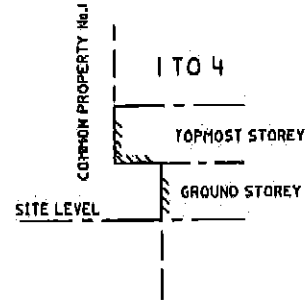
<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 166420L</b>						
<p><b>Location of Land</b></p> <p>Parish: WILL-WILL-ROOK                  Township:                  Section:                  Crown Allotment:                  Crown Portion:</p> <p>Last Plan Reference: LP12805                  Derived From: VOL 9221 FOL 313                  Depth Limitation: NIL</p>	<p style="text-align: center;"><b>Notations</b></p> <p style="text-align: center;">ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>							
<p style="text-align: center;"><b>Description of Land / Easement Information</b></p>		<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 14/08/2000                  VERIFIED: AC</p>						
<table border="1" style="margin: auto;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="font-size: small;">PARCEL 1 = LOT 11 ON LP12805</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 11 ON LP12805	
TABLE OF PARCEL IDENTIFIERS								
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962								
PARCEL 1 = LOT 11 ON LP12805								
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 813676G</b>	
<b>LOCATION OF LAND</b>		<b>PRELIMINARY</b>		
PARISH :	Will-Will-Rook	<p>This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.</p> <p>All diagrams in this plan has been based on architectural plans only and is subject to change based on the actual constructed buildings.</p> <p>Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.</p> <p>All group electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford &amp; Associates the proposed position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays.</p>		
SECTION :	2 (Part)			
CROWN ALLOTMENT :	-			
CROWN PORTION :	-			
TITLE REFERENCE :	Vol. - Fol. -			
LAST PLAN REFERENCE :	TP166420			
POSTAL ADDRESS : <small>(At time of subdivision)</small>	122 Middle Street Hadfield 3046			
MGA94 CO-ORDINATES <small>(of approx centre of land in plan)</small>	E 318435    ZONE:55 N 5824460    GDA 94			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</p> <p>Median: Boundaries marked M</p> <p>Exterior Face : All other boundaries</p> <p>Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel</p> <p>Common Property No.1 is all the land in the plan except for lots 1 to 4 inclusive</p>		
NIL	NIL			
<b>NOTATIONS</b>		<p><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b></p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		
DEPTH LIMITATION DOES NOT APPLY				
<p><b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY.</p> <p><b>STAGING:</b> THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S):</p> <p>IN PROCLAIMED SURVEY AREA NO.</p> <p>THIS IS A SPEAR PLAN</p>				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)</b>				
<b>IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN</b>				
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefitted/In Favour Of</b>
 <p>Licensed Land Surveyors Development Consultants Town Planners</p> <p>Tel: 9370 9925   Fax: 9377 8794   PO Box 148 Ascot Vale Vic 3032 Info@anthonyfordsurveying.com.au   www.anthonyfordsurveying.com.au</p>		<b>SURVEYORS REF: 3893</b>	<b>ORIGINAL SHEET SIZE: A3</b>	<b>SHEET 1 OF 2</b>
<b>ANTHONY FORD VERSION: 02</b>				

PS 813676G



CROSS SECTION A-A'  
TYPICAL FOR LOTS 1 TO 4  
NOT TO SCALE



**PRELIMINARY**

This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.

All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays

Lot 1 boundaries and lot area are subject to change based on the constructed position of the grouped water and electrical meters. The builder/developer is responsible for the placement of these services.

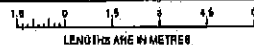
VOLGA STREET

MIDDLE STREET

**anthonyford**  Licensed Land Surveyors  
Development Consultants  
Town Planners

Tel 9370 9925 | Fax 9372 8756 | PO Box 148 Ascot Vale Vic 3037  
http://www.anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

SCALE  
1:150



ORIGINAL SHEET  
SIZE: A3

SHEET 2



# OWNERS CORPORATION SCHEDULE

PS813676G

Owners Corporation No. 1

Plan No. PS813676G

Land affected by Owners Corporation

Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation:

UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	40	40
Previous stages	0	0
Overall Total	40	40

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10									
2	10	10									
3	10	10									
4	10	10									

SURVEYORS FILE REFERENCE: 3893

SHEET 1

ORIGINAL SHEET  
SIZE: A3

ANTHONY FORD



Moreland City Council

Moreland City Council  
Municipal Offices  
90 Bell Street  
Coburg  
Victoria 3058

## PLANNING PERMIT

Permit No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

**WHAT THE PERMIT ALLOWS:** Construction of 4 double storey dwellings, in accordance with the endorsed plans

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans (advertised 27 February 2018) but modified to show:

a) Initiatives contained within the amended BESS Report and the STORM Report, including:

- (i) On-site stormwater treatments as per the STORM report (including rainwater harvesting tanks, permeable paving, etc.);
- (ii) All stormwater treatments can be realistically achieved, based on the roof areas and the location of rainwater tanks and other treatments such as permeable paving. The use of charged rainwater harvesting systems which will run underneath buildings must be acknowledged and accepted;
- (iii) Rainwater harvesting tanks specified as being the capacities within the STORM report. The tanks must also be noted to be used only for reuse within the dwellings, and that they are completely independent of any detention requirements (through the Legal Point of Discharge process);
- (iv) External shading for the exposed habitable west facing glazing which demonstrates the window(s) will be protected from sun during peak heat temperatures whilst not detracting from desired winter heat gain;
- (v) Double glazing (or better) provided for all habitable room windows, indicated on each individual window on the floor plans and elevations;
- (vi) Proposed location of external lighting sensors;
- (vii) Proposed location of courtyard taps; and
- (viii) Any other changes as per the amended SDA.

b) A landscape plan as required by Condition 3.

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY  
Page 1 of 8



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

- c) The colour and material schedule amended, so that the glazing is specified as being double-glazing for all habitable room windows.
  - d) The gas and water meter box relocated adjacent the western wall of Dwelling's Bedroom 2, not in a standalone location in the front setback and must be screened from view using fixed screening, unless otherwise agreed to in writing by the Responsible Authority.
  - e) The amended plans are to show one bicycle parking device in each garage but not located within the 'clearance required' areas in Diagram 1 of Clause 52.06 of the Moreland Planning Scheme. The plans are to also specify the type of bike parking device and the dimensions shown must accord with the Australian Standard for Bicycle Parking (AS2890.3), to the satisfaction of the Responsible Authority.
  - f) The amended plans are to clearly show the visitor bicycle parking device, including the type of bike parking device and the dimensions shown must accord with the Australian Standard for Bicycle Parking (AS2890.3), to the satisfaction of the Responsible Authority.
  - g) Prior to the commencement of works a tree protection zone must be established around the existing street tree with barriers / fencing in accordance with the Australian Standard for Protection of trees on development sites (AS4970-2009) or in accordance with Council's Arborist direction to the satisfaction of the Responsible Authority.
  - h) Public footpaths are to be reinstated with a crossfall slope of 1 in 40 (2.5%).
  - i) Bollard lighting no higher than 1.2 metres above ground level is to be installed and maintained on the land to automatically illuminate pedestrian access to the rear dwelling(s) between dusk and dawn with no direct light emitted onto adjoining property to the satisfaction of the Responsible Authority.
  - j) Air-conditioning condensers to be located away from bedrooms on the adjoining sites.
2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority. This does not apply to any exemption specified in Clauses 62.02-1 and 62.02-2 of the Moreland Planning Scheme unless specifically noted as a permit condition.
  3. Prior to the commencement of any development works, a landscape plan must be submitted to and approved by the Responsible Authority. The landscape plan must provide the following:

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

- a) The tree protection zone for the retained street tree at the front of the site (i.e. barriers and signage during the construction process).
  - b) A schedule of all proposed trees, shrubs and ground covers (including numbers, size at planting (including pot sizes,) size at maturity and botanical names), as well as sealed and paved surfaces. The flora selection and landscape design should be drought tolerant and based on species selection recommended in the Moreland Landscape Guidelines 2009.
  - c) The provision of at least one tree within the front setback(s) to assist in the integration of the development within the existing streetscape, with the tree species selected according to the available space, in accordance with the Moreland Tree Planting Manual for Residential Zones, 2014. The size at planting must be a minimum of 1.5 metres tall and in a pot size of not less than 30 litres.
  - d) Details of the location and type of all paved and sealed areas. Extensive hard surfaces are not supported. The adoption of porous/permeable paving, rain gardens and other water sensitive urban design features is encouraged.
  - e) The details required to satisfy the ESD/BESS/STORM report as follows:
    - (i) Any stormwater management details on the STORM report, including rainwater harvesting tanks locations, etc.
    - (ii) Drought tolerant/low water use species and water efficient irrigation methods highlighted on the landscape plans;
    - (iii) A section detail of the permeable paving (i.e. for the driveway).
4. Prior to the issuing of a Statement of Compliance or occupation of the development, whichever occurs first, all landscaping works must be completed and maintained in accordance with the approved and endorsed landscape drawing to the satisfaction of the Responsible Authority.
5. Prior to the endorsement of plans, a Sustainable Design Assessment (SDA) must be submitted to and approved to the satisfaction by the Responsible Authority. The Sustainable Design Assessment must demonstrate a best practice standard of environmentally sustainable design and be generally in accordance with the BESS Report (Project Number 5370) and STORM (Transaction ID: 56429) but modified to include the following changes:
- a) Update BESS Report as outlined below:

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/012

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

- a. Provide a short description (as an additional note in the BESS report) of what information (what building systems and services) is going to be included in the building user's guide and how the building occupants are going to be informed on operating their homes efficiently;
  - b. Publish BESS report;
  - c. Input the correct areas for townhouse 2 and 3 into the BESS Report;
  - d. Input the correct roof areas and tank areas in the water category in the BESS Report;
  - e. Change washing machine water efficiency selection from "scope out" to "Default or unrated"; and
  - f. Update the 'Energy' category within the BESS report, to demonstrate an average minimum target of 6.5 stars, and a combined Heating & Cooling load not exceeding 118 MJ/m<sup>2</sup>.
- b) The 'Water' category in the BESS report amended as per the STORM report.

The amended BESS Report must achieve an overall score of 50% or higher, and have 'pass' rates of 50% for the 'Energy', 'Water' and 'IEQ' categories and 100% for the 'Stormwater' category. Where alternative ESD initiatives are proposed to those specified in this condition, the Responsible Authority may vary the requirements of this condition at its discretion, subject to the development achieving equivalent (or greater) ESD outcomes in association with the development.

When submitted and approved to the satisfaction of the Responsible Authority, the BESS Report and associated notated plans will be endorsed to form part of this permit.

6. All works must be undertaken in accordance with the endorsed Sustainable Design Assessment to the satisfaction of the Responsible Authority. No alterations to these plans may occur without the written consent of the Responsible Authority.
7. Prior to the issue of a Building Permit in relation to the development approved by this permit, a Development Infrastructure Levy and Community Infrastructure Levy must be paid to Moreland City Council in accordance with the approved Development Contributions Plan.

If an application for subdivision of the land in accordance with the development approved by this permit is submitted to Council, payment of the Development Infrastructure Levy can be delayed to a date being whichever is the sooner of the following:

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

- For a maximum of 12 months from the date of issue of the Building Permit for the development hereby approved; or
- Prior to the issue of a Statement of Compliance for the subdivision;

When a staged subdivision is sought, the Development Infrastructure Levy must be paid prior to the issue of a Statement of Compliance for each stage of subdivision in accordance with a Schedule of Development Contributions approved as part of the subdivision.

8. Prior to the issuing of Statement of Compliance or occupation of the development, whichever occurs first, all visual screening measures shown on the endorsed plans must be installed to the satisfaction of the Responsible Authority. All visual screening and measures to prevent overlooking must be maintained to the satisfaction of the Responsible Authority. Any screening measure that is removed or unsatisfactorily maintained must be replaced to the satisfaction of the Responsible Authority.

### Melbourne Water Conditions (9-16)

9. Finished floor levels of the proposed dwellings must be constructed no lower than RL 80.64 metres (m) to Australian Height Datum (AHD).
10. Finished floor levels of the proposed garages must be constructed no lower than RL 80.49 m to AHD.
11. Finished surface levels of land within 3 metres of the western boundary must be no higher than existing surface levels.
12. No buildings or structures (except fences) are permitted within 3 metres of the western boundary of the property.
13. Any new fences within 3 metres of the western boundary of the property must be constructed of an open style with a minimum of 50% openings, from the existing natural ground surface level up to a height of 300mm above the applicable flood level, to allow for the passage of floodwaters/overland flow.
14. Prior to the issue of an Occupancy Permit, a certified survey plan, showing finished floor levels (as constructed) reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that the floor levels have been constructed in accordance with Melbourne Water's requirements.
15. No filling is permitted beyond the building envelopes and/or ramps to garages.

03 JULY 2018  
DATE ISSUED

SIGNATURE FOR THE RESPONSIBLE AUTHORITY  
Page 5 of 8



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

16. Filling to provide access ramps to garages is not permitted within 3 metres of the western boundary of the property.
17. Prior to the occupation of the development, a vehicle crossing must be constructed in every location shown on the endorsed plans to a standard satisfactory to the Responsible Authority (Moreland City Council, City Infrastructure Department).
18. All stormwater from the land, where it is not collected in rainwater tanks for re-use, must be collected by an underground pipe drain approved by and to the satisfaction of the Responsible Authority (Note: Please contact Moreland City Council, City Infrastructure Department).
19. Prior to the commencement of the development, a legal point of discharge is to be obtained, and, where required, a stormwater drainage plan showing how the site will be drained from the property boundary to the stated point of discharge must be submitted to and approved by the Responsible Authority.
20. Prior to the occupation of the development, all boundary walls must be constructed, cleaned and finished to the satisfaction of the Responsible Authority.
21. Prior to the occupation of the development all telecommunications and power connections (where by means of a cable) and associated infrastructure to the land (including all existing and new buildings) must be underground to the satisfaction of the Responsible Authority.
22. Prior to the occupation of the development, any Council or service authority pole or pit within 1 metre of a proposed vehicle crossing, including the 1 metre splays on the crossing, must be relocated or modified at the expense of the permit holder to the satisfaction of the Responsible Authority and the relevant service authority.
23. This permit will expire if one of the following circumstances applies:
  - a) the development is not commenced within two (2) years from the date of issue of this permit;
  - b) the development is not completed within four (4) years from the date of issue of this permit.

The Responsible Authority may extend the period referred to if a request is made in writing before the permit expires or;

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY



Moreland City Council

## PLANNING PERMIT

Application No. MPS/2017/912

Planning Scheme: Moreland Planning Scheme

Responsible Authority: Moreland City Council

**ADDRESS OF LAND:** 122 Middle Street, HADFIELD VIC 3046

- within six months after the permit expires to extend the commencement date.
- within 12 months after the permit expires to extend the completion date of the development if the development has lawfully commenced.

**Notes:** These notes are for information only and do not constitute part of this permit or conditions of this permit.

**NOTE 1:** Council charges supervision (2.50%) and plan checking (0.75%) fees on the cost of constructing the drain along the easement or street as permitted by sections 5&6 of the Subdivision (Permit and Certification Fees) Regulations 2000.

**NOTE 2:** It may be necessary to obtain a building permit prior to the commencement of any demolition, building works or occupation of the building. It is strongly recommended that you consult with a registered building surveyor to advise on any requirements under the Building Act, the Building Regulations and any other subordinate legislation. Further information can be sought from the Victorian Building Authority, Phone 1300 815 127 or [www.vba.vic.gov.au](http://www.vba.vic.gov.au). Council's building services branch can also assist you in the provision of this service and can be contacted on 9240 1111 or <http://www.moreland.vic.gov.au/planning-building/building-renovations-and-extensions/>.

**NOTE 3:** Further approvals are required from Council's City Infrastructure Department who can be contacted on 8311 4300 for any works beyond the boundaries of the property. Planting and other vegetative works proposed on road reserves can be discussed with Council's Open Space Unit on 8311 4300.

**NOTE 4:** Should Council impose car parking restrictions in this street, the owners and/or occupiers of the land would not be eligible for any Council parking permits to allow for on street parking.

**Melbourne Water Advice:** The applicable flood level for the property is RL 80.34 metres (m) to Australian Height Datum (AHD).

03 JULY 2018  
DATE ISSUED

  
SIGNATURE FOR THE RESPONSIBLE AUTHORITY



# PERMIT

## WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

## CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

## WHEN DOES A PERMIT BEGIN?

A permit operates:

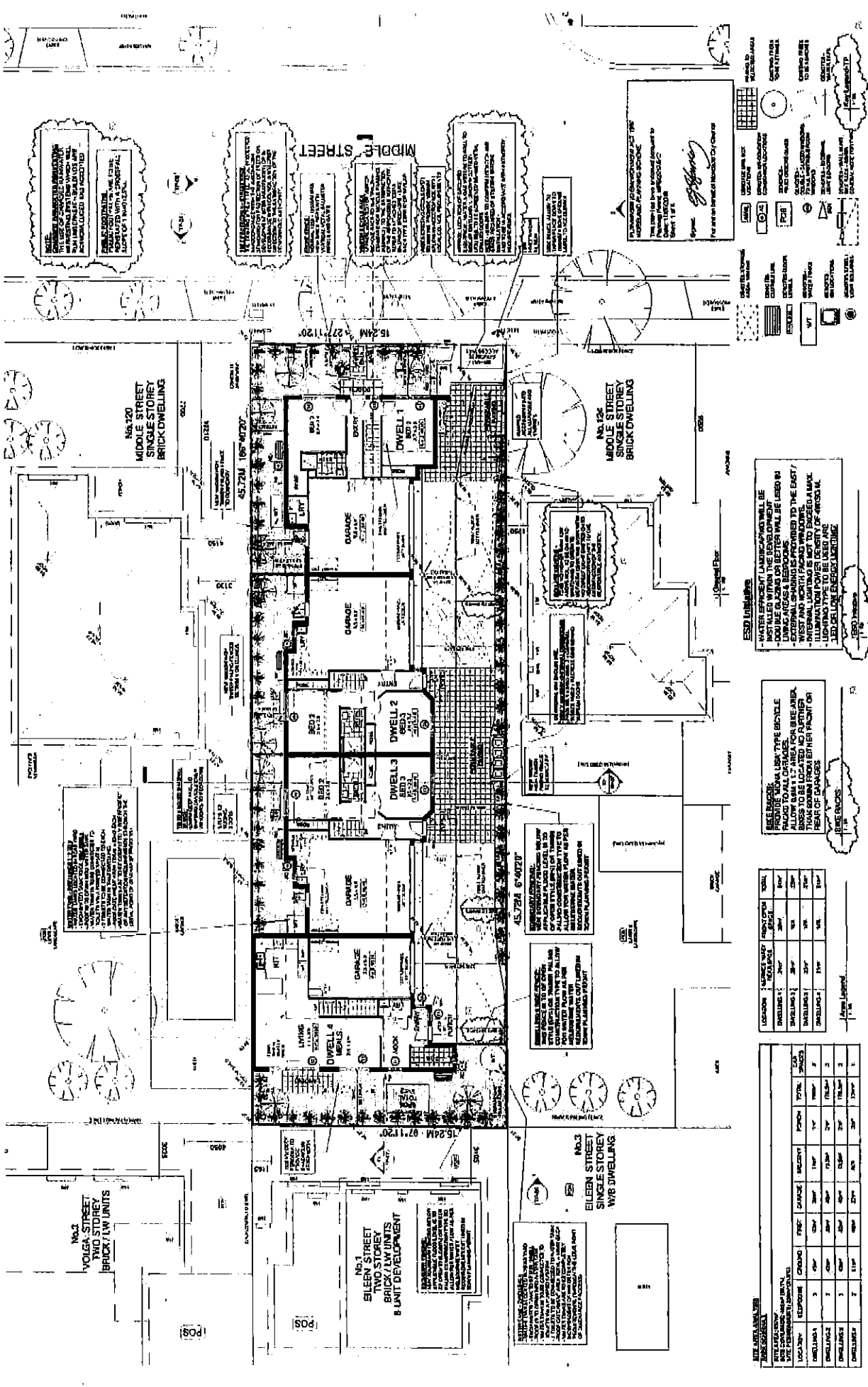
1. from the date specified in the permit; or
2. if no date is specified, from:
  - a. the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - b. the date on which it was issued, in any other case.

## WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - (c) the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if:
  - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - (c) the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
  - (d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
  - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
  - (b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

## WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



**NO. 1**  
EILEEN STREET  
TWO STOREY  
BRICK/LW UNITS  
8 UNIT DEVELOPMENT

**NO. 2**  
VOLGA STREET  
TWO STOREY  
BRICK/LW UNITS  
BRICK/LW UNITS

**NO. 3**  
EILEEN STREET  
SINGLE STOREY  
W/B DWELLING

**NO. 4**  
LINCOLN STREET  
SINGLE STOREY  
BRICK DWELLING

**NO. 120**  
MIDDLE STREET  
SINGLE STOREY  
BRICK DWELLING

**NO. 126**  
MIDDLE STREET  
SINGLE STOREY  
BRICK DWELLING

**AREA UNIT SUMMARY**

UNIT TYPE	NO.	AREA (SQ FT)	PERCENTAGE
RESIDENTIAL	1	10,000	100%
TOTAL		10,000	100%

**AREA UNIT SUMMARY**

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RESIDENTIAL	1	10,000	100%
TOTAL		10,000	100%

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UNIT TYPE	NO.	AREA (SQ FT)	PERCENTAGE
RESIDENTIAL	1	10,000	100%
TOTAL		10,000	100%

**ESD UNITS**

- WATER SUPPLY, WATER MAINS WILL BE INSTALLED WITHIN THE DEVELOPMENT
- EXTERNAL CHASING IS PROVIDED TO THE EAST
- ILLUMINATION POWER DENSITY OF APPROX. 1.0 LUMENS PER SQUARE FOOT
- LIGHT FIXTURES TO BE INSTALLED AT 10' ON CENTER

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**MD**

**TP-04 C**

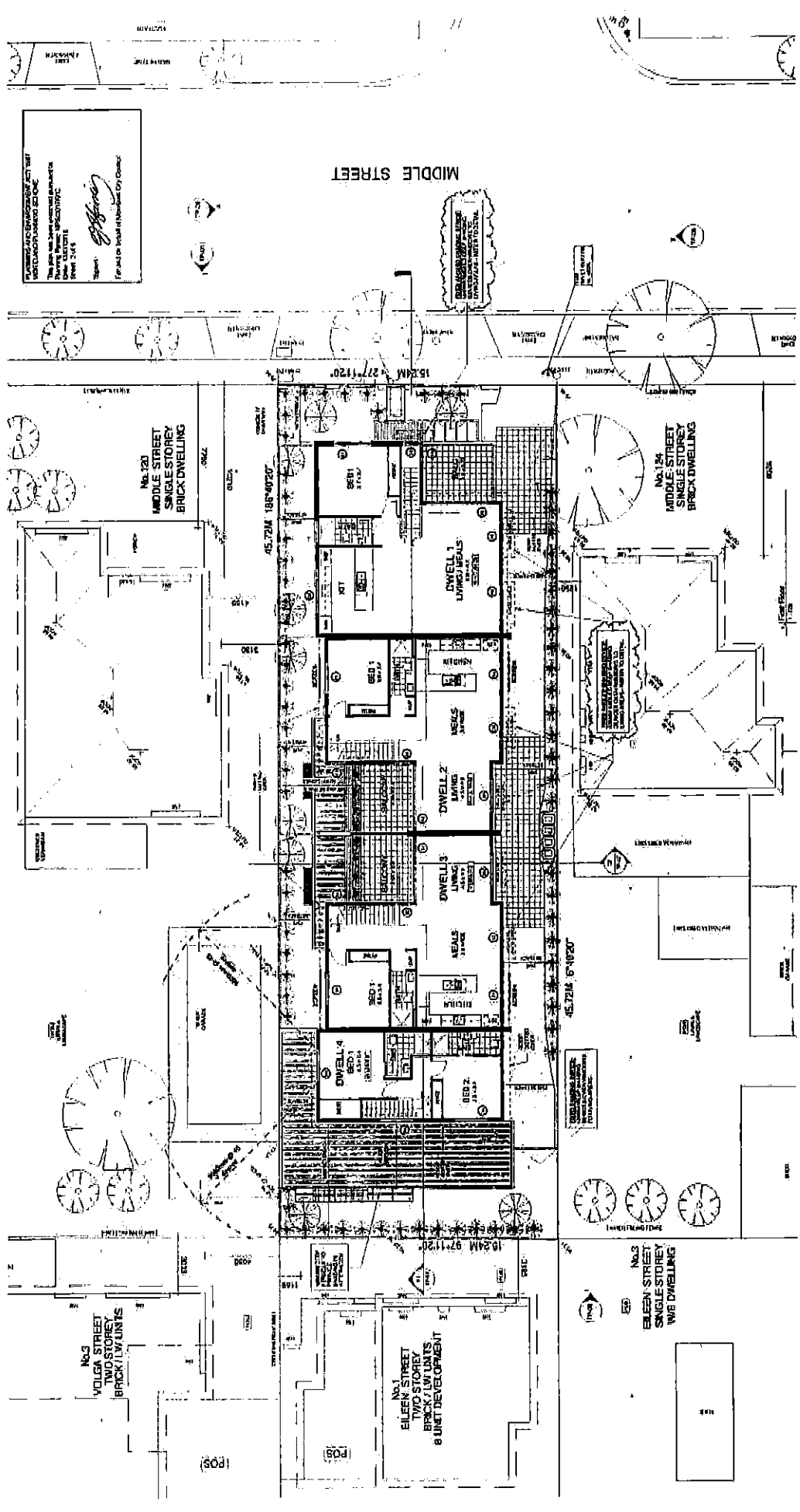
**PROJECT:** New Four Bay Development  
**ADDRESS:** 220 MIDDLE STREET  
**CITY:** HARFORD, MD

**DATE:** 2/16/24  
**SCALE:** AS SHOWN

**DESIGNED BY:** [Signature]  
**CHECKED BY:** [Signature]

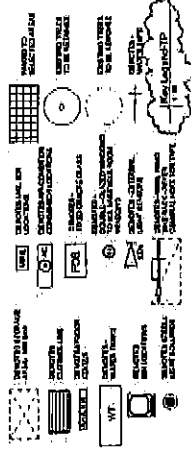
**APPROVED BY:** [Signature]

**FOR AN APPROVED DEVELOPMENT**



THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION. ANY REPRODUCTION OR COPIING OF THIS PLAN WITHOUT HIS WRITTEN PERMISSION IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

Project: *Signature*  
 Prepared for: *Signature*  
 Prepared by: *Signature*



**NOTES:**

- WATER EFFICIENT LANDSCAPING WILL BE INSTALLED.
- LANDSCAPING SHALL BE INSTALLED WITHIN 90 DAYS OF COMPLETION.
- EXTERNAL LIGHTING IS INCORPORATED TO THE EAST.
- INTERNAL LIGHTING IS NOT TO EXCEED A MAXIMUM FOOT CANDLE DENSITY OF 40/500 LM.
- LEAD PAINT TESTING SHALL BE PERFORMED.
- LEAD LOW VOLTAGE LIGHTING.

**SECTORS**

LOCATION	SECTOR	POSITION	DATE
DWELL 1	SECTOR 1	100%	2024
DWELL 2	SECTOR 2	100%	2024
DWELL 3	SECTOR 3	100%	2024
DWELL 4	SECTOR 4	100%	2024

**SECTORS**

LOCATION	SECTOR	POSITION	DATE
DWELL 1	SECTOR 1	100%	2024
DWELL 2	SECTOR 2	100%	2024
DWELL 3	SECTOR 3	100%	2024
DWELL 4	SECTOR 4	100%	2024

**SECTORS**

LOCATION	SECTOR	POSITION	DATE
DWELL 1	SECTOR 1	100%	2024
DWELL 2	SECTOR 2	100%	2024
DWELL 3	SECTOR 3	100%	2024
DWELL 4	SECTOR 4	100%	2024

**SECTORS**

LOCATION	SECTOR	POSITION	DATE
DWELL 1	SECTOR 1	100%	2024
DWELL 2	SECTOR 2	100%	2024
DWELL 3	SECTOR 3	100%	2024
DWELL 4	SECTOR 4	100%	2024

PROJECT: *Signature*  
 ARCHITECT: *Signature*  
 DATE: 05/20/24

PROJECT: *Signature*  
 ARCHITECT: *Signature*  
 DATE: 05/20/24

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 ARCHITECT: *Signature*  
 DATE: 05/20/24

PROJECT: *Signature*  
 ARCHITECT: *Signature*  
 DATE: 05/20/24









# **SPECIFICATIONS**

**Property:** 122 Middle Street, Hadfield 3046

**Builder:** Austvic Construction Pty Ltd

**Prepared For:** Austvic construction PTY LTD

**Summary:** Construction of Four double story dwelling

**Date:** 07/08/2018



## Detailed List of Inclusions

### Preliminaries:

- Feature survey
- Building permit – including building permit fee's
- Site costs
- Temporary fences and toilet

### Earthwork & Connections:

- Any rock cutting and removal is excluded
- Excess soil removal is included
- Electricity line and phone line
- Gas connections
- Cost of Retention System is Included
- Sewer connection to sewer branch point
- Water meter and connection
- Water and sewer contribution fees

**NOTE:** Account opening charges is the responsibility of the owner.

### Foundation:

- Conventional slab as per engineering design
- Termite protection if required by council
- Piers, strip footings and bulk concrete due to building on easement are included

### External Work:

- Roof pitch .0°
- Facla, Gutter and downpipes in colour bond
- Boral Bricks Iron bark
- Colorbond Roof Sheeting "monument
- Mortar white sand white cement
- Window brick infill's – throughout
- Upper floor cladding 75mm foam with shale grey colour render finish Matrix Panel Perble Grey by Dulux

## Doors:

- Solid timber front entry door "Timber Colour"
- Laundry door – flush panel solid timber door
- Flush panel internal doors including robes 820x2040 MDF from builders range
- Garage door panel lift with motor & remote "colour bond panel & Evening Haze Colour"
- Privacy set door handles to bathrooms and WC
- Passage set door handles to all other doors

## Porch, Alfresco:

- Brick piers, concrete floor and cement sheet infill

## Insulation:

- R3.5 batts to ceiling
- R1.5 batts to walls

## Internal Features:

- 67mm MDF skirtings from standard builders range
- 100mm high tiled skirting to wet areas
- 67mm MDF architraves from standard builders range
- 10mm plasterboard to walls and ceiling
- 75mm standard cornice throughout
- Builders standard range with deadlocks to external doors combination

## Shelving:

- Bedroom robes to be divided into a single shelf with hanging rail and 4 shelves
- Linen 4 shelves
- Pantry to have combined 600mm and 450mm shelves

## Painting

- 3 coat paint application
- Gloss enamel finish to entry door
- Flat acrylic white to ceiling
- Undercoat with low sheen and acrylic to coats to walls
- Gloss enamel finish to internal doors
- Gloss enamel finish to skirting and architraves (same colour)

## Electrical:

- Double GPO each room
- 20 Down-lights to main areas
- Internal lighting batten holders to bedrooms, bathrooms & laundry
- Smoke detectors – as per plan
- Exhaust fan to bathrooms and ensuite
- Fan/light to laundry and WC
- Safety switches – as per plan
- 1 TV point
- 1 telephone point
- Telephone conduit to the house but connection fee excluded
- 2 x external weatherproof and flood light
- 2 x sensor alarm system included
- Sensor lights for entrance
- Split system Airconditioning *RS JM*

## Plumbing Fixtures:

- White acrylic bath from standard builders range
- Poly-marble shower bases (sizes as per plans)
- Toilets from standard builders range
- Flick mixer to bath, basin and showers from standard builders range

## Kitchen:

- Ultra glaze cabinetry from builders range
- 40mm Ceaser stone bench tops to kitchen from builders range
- Appliances:
  - 600mm stainless steel electric oven from builders range – TEKNIKA
  - 600mm stainless steel gas cook top from builders range – TEKNIKA
  - 600mm slide-out range hood from builders range – TEKNIKA
  - Dishwasher from builders range – TEKNIKA
- Total provisional sum for all appliances is \$3,000 per townhouse
- Stainless steel 1 and  $\frac{3}{4}$  bowl with single drainer from builders range
- Gooseneck flick mixer tap from standard builders range
- Tiled splashback

## Shower Screens:

- Framed with clear toughen glass and pivot door polished edge
- Fixed mirror to vanities

## Laundry:

- 45 Lt drop in laundry trough
- Chrome washing machine stops

## Hot Water Unit:

- Rinnai 26 Instant Hot Water Unit

## Energy Efficiency:

- Rainwater tank connected to toilets

## Tiles:

- Porcelain from standard builders range at \$40m<sup>2</sup>
- Tiles to bathrooms and ensuite to ceiling height
- Floor tiles wet area only
- 100mm tiled skirtings to toilets and laundry

## Main Flooring:

- 14mm Tasmanian oak flooring to main areas for all units

## Staircase:

- Timber staircase (Tas. Oak) for risers and treads

## Carpets:

- Quality carpet to all second floor area and all bedrooms at \$100 per bedroom meter (includes supply and install)

## Driveway & Landscaping:

- As per Town Planning and Permit Conditions

## Additions:

- Sheds and cloth-lines
- Letterbox
- Boundary fencing included
- blinds to all opening windows

RS JM



Moreland City Council  
Locked Bag 10 Moreland VIC 3058

Civic Centre 90 Bell Street  
Coburg Victoria Australia  
Telephone (03) 9240 1111  
Facsimile (03) 9240 1212

TTY 133 677  
Website [www.moreland.vic.gov.au](http://www.moreland.vic.gov.au)  
Email [info@moreland.vic.gov.au](mailto:info@moreland.vic.gov.au)  
ABN 46 202 010 737

# TAX INVOICE

## VALUATION AND RATE NOTICE

For the period 1 July 2018 to 30 June 2019

ASSESSMENT NUMBER  
**1573802**

Austvic Construction Pty Ltd  
1/13 Drina Street  
STRATHMORE VIC 3041

DATE OF ISSUE  
**10/08/2018**

**\$691.18**

payable by  
**30 September, 2018**

Any arrears shown on this notice  
are payable immediately

RI\_4402

Property Address 122 Middle Street, HADFIELD VIC 3046

Property Description CT-9221/313 Lot 1 TP 166420

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2018	\$1,100,000	\$1,100,000	\$55,000	118
Residential Rate		1,100,000 x 0.0022004		\$2,420.44
Residential FSPL Fixed Charge				\$109.00
FSPL Levy Rate		1,100,000 x 0.000046		\$50.60
Waste Charge 80 litre				\$175.14
<b>Balance Of Rates &amp; Charges</b>				<b>\$2,755.18</b>



Receive your notice via email  
Go to [moreland.enotices.com.au](http://moreland.enotices.com.au)

Your eNotice Reference No: **E9ADF3E15Z**

Four Instalments

DUE DATE	AMOUNT
30/09/2018	\$691.18
30/11/2018	\$688.00
28/02/2019	\$688.00
31/05/2019	\$688.00

Ten Monthly Instalments (Council Initiated Direct Debits Only)

DUE DATE	AMOUNT	DUE DATE	AMOUNT
15-Sep-18	\$280.18	15-Feb-19	\$275.00
15-Oct-18	\$275.00	15-Mar-19	\$275.00
15-Nov-18	\$275.00	15-Apr-19	\$275.00
15-Dec-18	\$275.00	15-May-19	\$275.00
15-Jan-19	\$275.00	15-Jun-19	\$275.00

See reverse for payment options. Please return this section if paying by mail.



Post Billpay

Billpay Code: 8203  
Ref: 1573 802

Pay in-store at  
Australia Post.

POST billpay



Instalment 1 \*3203 1573802



Bill Code: 35105  
Ref: 1573 802

BPAY: this payment via internet or phone banking.  
BPAY View: View and pay this bill using internet banking.  
BPAY View Registration No.: Please enter the BPAY Reference number.  
(next to the BPAY Logo on your notice)



For Council Use



Instalment Due



Assessment Number

Assessment No: 1570002

Ratepayer Name: Austvic Construction Pty Ltd

Property Address: 122 Middle Street, HADFIELD VIC 3046

Amount Payable:  
**\$691.18**

Payment Due by:  
**30 September, 2018**



YARRA VALLEY WATER  
ABN 93 068 802 801

Lyoknow Street  
Mileham Victoria 3132

Private Bag 1  
Mileham Victoria 3132

DX 13204

F (03) 8872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

29th August 2018

Vicland Conveyancing

Dear Vicland Conveyancing,

**RE: Application for Water Information Statement**

Property Address:	122 MIDDLE STREET HADFIELD 3046
Applicant	Vicland Conveyancing
Information Statement	30409860
Conveyancing Account Number	2400680000
Your Reference	AUSTVIC

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 Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- 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](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 83 068 932 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Yarra Valley Water Encumbrance**

Property Address	122 MIDDLE STREET HADFIELD 3046
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE 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.



YARRA VALLEY WATER  
ABN 63 056 501 691

Luoknow Street  
Mitoham Victoria 3132

Private Bag 1  
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Melbourne Water Encumbrance**

Property Address	122 MIDDLE STREET HADFIELD 3046
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

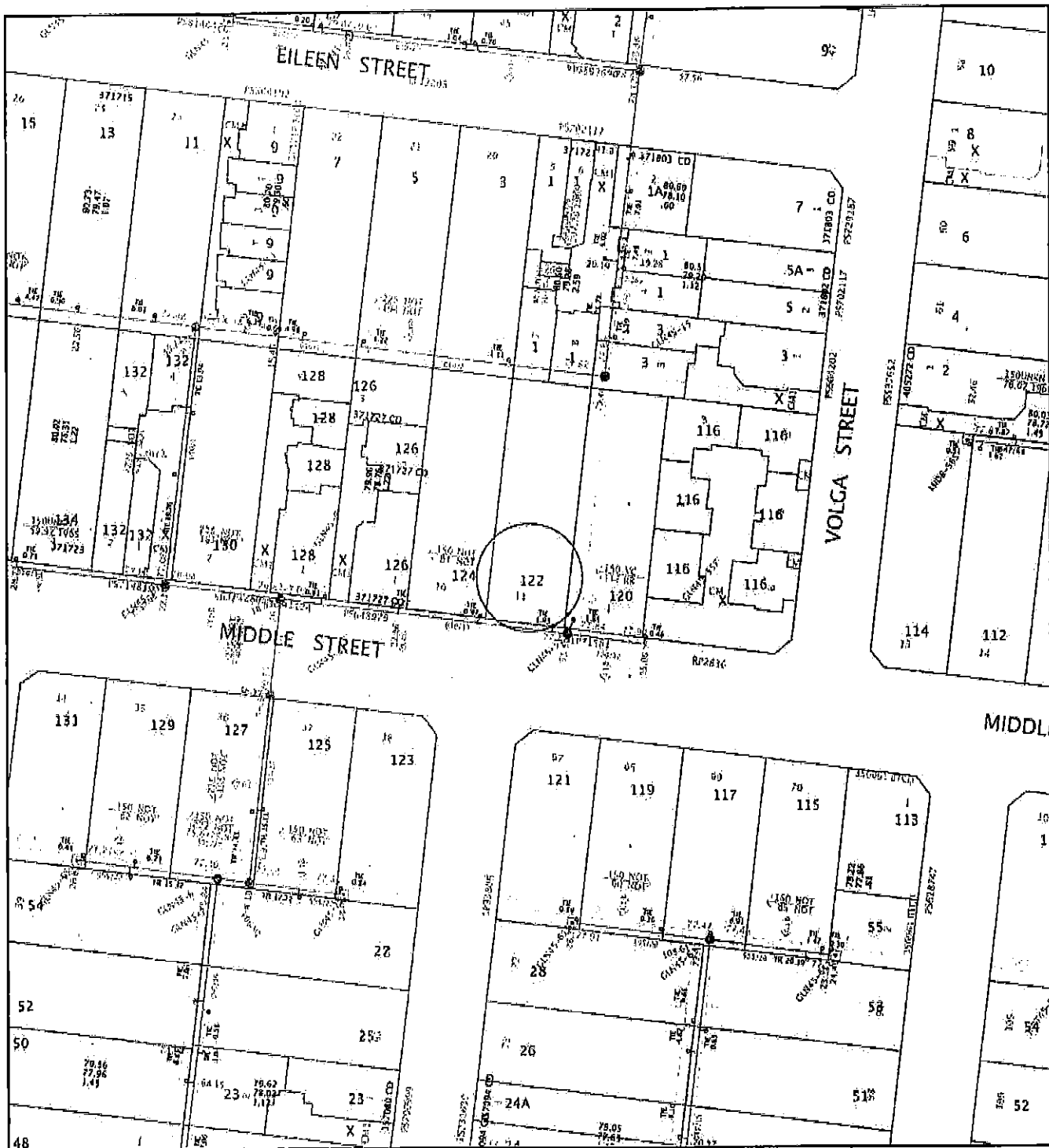
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL80.34 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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: 30409860**

Address	122 MIDDLE STREET HADFIELD 3046
Date	29/08/2018
Scale	1:1000



**Yarra  
Valley  
Water**  
ABN 93 066 902 601

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

**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;



YARRA VALLEY WATER  
ABN 93 056 002 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9072 1353

E enquiry@yvw.com.au  
yvw.com.au

Vicland Conveyancing  
Info@Viclandconveyancing.Com.Au

**RATES CERTIFICATE**

Account No: 7899298898  
Rate Certificate No: 30409860

Date of Issue: 29/08/2018  
Your Ref: AUSTVIC

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
122 MIDDLE ST, HADFIELD VIC 3046	1\TP580408	1190938	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-07-2018 to 30-06-2019	\$77.10	\$77.10
Drainage Fee	01-07-2018 to 30-09-2018	\$25.39	\$25.39
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			-\$26.81 cr
<b>Total Due</b>			<b>\$75.68</b>

**IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS**

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre

10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER  
ABN 83 845 302 001

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1363

E enquiry@yvw.com.au  
yvw.com.au

Property No: 1190938

Address: 122 MIDDLE ST, HADFIELD VIC 3046

Water Information Statement Number: 30409860



Billor Code: 344366  
Ref: 78992988989



Mail a Cheque with the Remittance Advice  
below to:  
Yarra Valley Water  
GPO Box 2860 Melbourne VIC 3001

Amount  
Paid

Date  
Paid

Receipt  
Number

Please Note: BPAY is available for individual property settlements.



Property No: 1190938

Address: 122 MIDDLE ST, HADFIELD VIC 3046

Water Information Statement Number: 30409860

Cheque Amount: \$



YARRA VALLEY WATER  
ABN #1 066 022 501

Locknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 0672 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

#### **Did you know?**

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

#### **Key benefits for you**

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgment verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

#### **Want to know more or register?**

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: [support@pexa.com.au](mailto:support@pexa.com.au)

land.vic.gov.au  
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## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 16 June 2017 09:30 AM

Address: 122 MIDDLE STREET HADFIELD 3048

Lot / Plan: Lot 1 TP166420

SPI (Standard Parcel Identifier): 1TP166420

Local Government (Council): MORELAND Council Property Numbers: 67393

Directory Reference: Melway 17 B3

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 1, TP166420	1TP166420

### State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: PASCOE VALE

### Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: Inside drainage boundary

Power Distributor: JEMENA (Information about choosing an electricity retailer)

### Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)

SCHEDULE TO THE RESIDENTIAL GROWTH ZONE - SCHEDULE 1

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

### Further Planning Information

Planning scheme data last updated on 16 June 2017.

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, local, particular and general provisions of the local planning scheme, the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes](#).

This report is NOT a Planning Certificate issued pursuant to Section 190 of the Planning & 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](#)

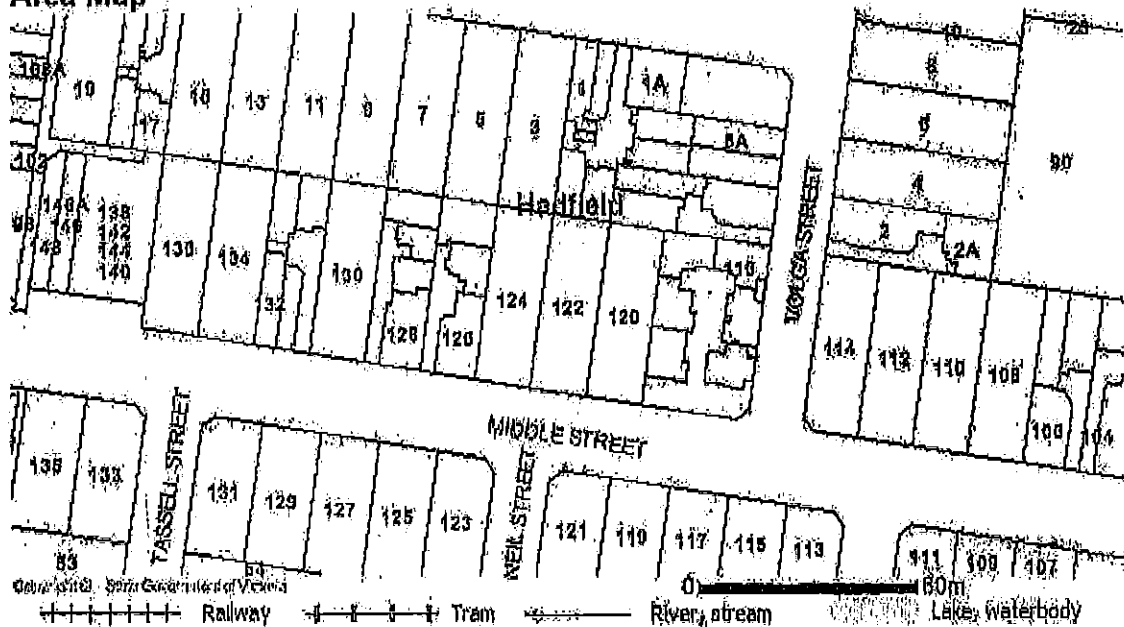
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

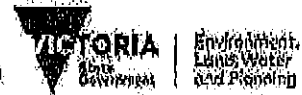
For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

Area Map



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What may affect the land  
Planning & Environment  
Building Services  
Planning Services

Department of  
Environment, Land,  
Water and Planning

### Bushfire Prone Area Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 18 June 2017 09:30 AM

Address: 122 MIDDLE STREET HADFIELD 3046

Lot / Plan: Lot 1 TP166420

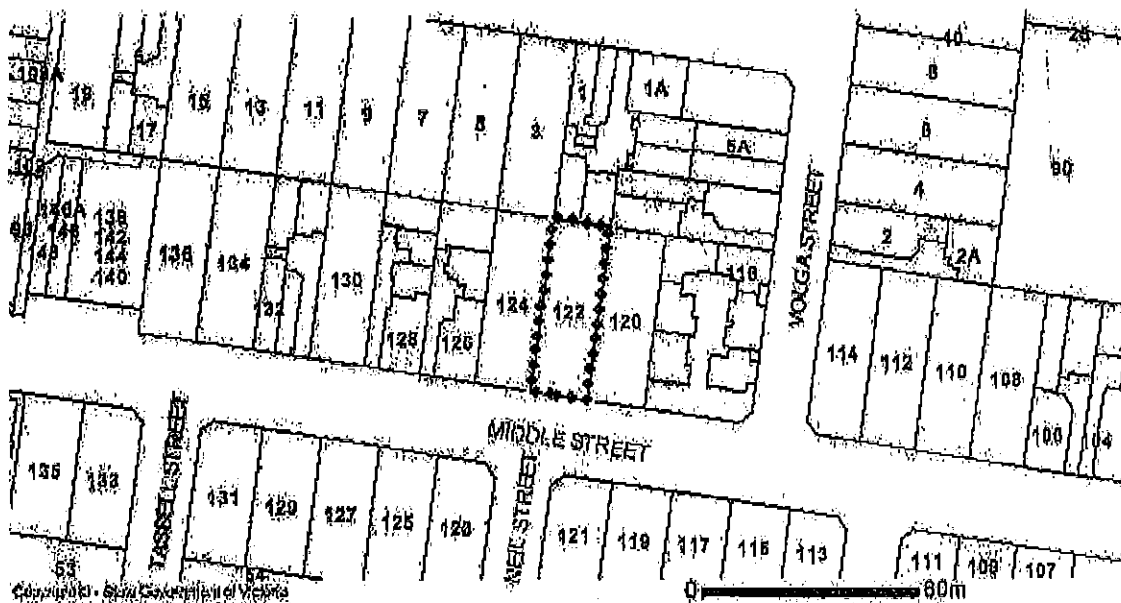
Local Government (Council): MORELAND Council Property Number: 67393

Directory Reference: Melway 17 B3

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

### Designated Bushfire Prone Area Map



### Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 26 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area



for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website: [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(d) of the Sale of Land 1962 (Vic).



Environment,  
Land, Water  
and Planning

*M*

