

Contract of Sale of Land

Property:

34 Glenelg Street, Clyde North VIC 3978

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: JASVIR KAUR and JASPAL SINGH

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Area Specialist-Casey
Address: 142 High Street, Cranbourne VIC 3977
Email: hsingh@areaspecialist.com.au
Tel: Mob: 0406 676 197 Fax: Ref: Hardeep Singh

Vendor

Name: JASVIR KAUR and JASPAL SINGH
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Gurpreet Sodhi / Soniez Conveyancing
77 Mackie Road, Mulgrave VIC 3170
Address: Branch: 129 Newbury Blvd Craigieburn VIC 3064
Email: gurpreet@soniezgroup.com.au
Tel: 1800 771 900 Mob: 0466 724 476 Fax: Ref: 2024-0987

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11438 Folio 381		PS 646527E

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

Includes all fixtures and fittings of a permanent nature as inspected.

Property address

The address of the land is: 34 Glenelg Street, Clyde North VIC 3978

Goods sold with the land (general condition 2.3(f)) *(list or attach schedule)*

Payment

Price \$

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

Balance \$ payable at settlement

Deposit bond

☐ Special condition 9 applies only if the box is checked

Bank guarantee

☐ Special condition 10 applies only if the box is checked

GST (general condition 13)

Subject to general condition 13.2, the price includes GST (if any), unless the next box is checked

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

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

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

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

Settlement (general conditions 10 & 16.2)**is due on**

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

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

Lease (general condition 1.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ Special condition 11 applies only if the box is checked

Pest report

☐ Special condition 11 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.



Special condition 1 – Payment

General condition 11 is replaced with the following:

1. PAYMENT

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 1.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 1.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 1.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 1.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 1.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

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



Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5A - Foreign resident capital gains withholding**

- 5A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 5A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 5A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 5A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 5A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 5A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 5A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5B – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

5B. GST WITHHOLDING

- 5B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this

general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

- 5B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 5B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 5B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 5B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 5B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 5B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 5B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 5B.12 This general condition will not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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



Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building & Pest Report

- 11.1 The contract is subject to purchasers obtaining an independent Building & Pest/Termite inspection report within 7 days of purchasers signing this contract. If the report shows any major structural defects or any major pest infestation then the purchaser may end this contract but only if the purchaser serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies to be refunded if the contract is ended.
- NOTE: Cracks in the bricks or tiles are not considered structural.

☒ 12.1

Special condition 12 – Condition of Property and improvements

Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs, renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

☒ 13.1

Special condition 13 – Early release of deposit

The purchaser agrees and acknowledges that after this contract is executed, he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.

☒ 14.1

Special condition 14 – Loan declined letter by lender

In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor a letter from lender. The letter should have the following particulars:

- a. be addressed to this firm
- b. specifies the loan amount & date the purchaser applied for loan
- c. be the original signed copy of the letter.

☒ 15.1

Special condition 15 – GST with-holding obligations at settlement

The Vendor gives notice to Purchaser that GST with-holding obligation does not apply to this contract unless otherwise stated.

☒ 16A.1

Special condition 16 A – Contract variation or requests for extension of time

The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to extension of finance due date requests, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of \$120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

16B.1

Special condition 16 B – Cancellation and Re-scheduling of Settlement

The purchaser(s) will be liable for payment for the Vendors costs associated with cancellation and or rescheduling of settlement. The purchaser(s) will be liable for \$350.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser's representative. In addition, the purchaser(s) also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or rescheduled be liable for a settlement re-attendance fee of \$330.00 (inclusive of GST).

Special condition 16 C - Nomination

16C.1 If the contract states that the property is sold to a name purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that :-

- (a) The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of \$330 (inclusive of GST)
- (b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

☒ 17.1

Special condition 17 – Adjustments

All outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstanding (even if the amount stated is zero of land tax on page 2) must be adjusted at the settlement between the purchaser and vendor.

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Special Condition 18 – Auction (if applicable)

The property is offered for sale by public auction, subject to vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. if any dispute arises over any bid the Auctioneer may decide:

- (a) Who was the last bidder; or
- (b) To submit the property at some former bidding.

No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.

The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit to the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed the contract:

- (a) The Vendor/s may at any time sell the property to any other person either by auction, private treaty or any other means; and
- (b) The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.



Special Condition 19 – Town Planning and other Restrictions

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

- (a) Any Act, Order, Regulation, By-Law or Local Law affecting the land.
- (b) Any restriction or condition imposed upon the land by or with the authority of any government.
- (c) Any easement or rights vested in or claimed by any statutory authority; and
- (d) The restrictions contained in any applicable planning scheme.



Special Condition 20 – Improvements

- (a) The Purchaser/s accepts the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvements is free from defect or fit for any particular use.
- (a) The Vendor/s make's no representation that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor's to bear all or any part of the costs of compliance.



Special Condition 21 -- Guarantee and Indemnity

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendor's an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all directors of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.



Special Condition 22 -- Default

if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- (a) all reasonable expenses incurred by the Vendor's as a result of the breach; and
- (b) interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.



Special Condition 23 – Exclusion of Prior Warranties

The Purchaser/s acknowledge/s that the aforesaid Agents have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.



Special Condition 24 – Stamp Duty: Purchaser buying unequal interest

- (a) If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- (b) 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.
- (c) 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.
- (d) This Special Condition shall not merge on completion.



Special Condition 25 – Buildings and Chattels

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the

contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection, requisition or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or chattels within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not make any request or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspection including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.



Special Condition 26 – Statutory Warranties if Vendor is an Owner Builder (If applicable)

If any building work carried out on the land is subject to the Domestic Building Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:

- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder. The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e., the cost of the building works exceeded \$12,000.00).



Special Condition 27 – Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings 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. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.



Special Condition 28 – Breach

If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -

- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
 - (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
 - (c) any interest due under the contract attached hereto as a result of the breach.
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.



Special Condition 29 – Insurance

The property remains at the risk of the vendor until final settlement; however, the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.



Special Condition 30 – Purchaser Resident of Australia

The purchaser warrants that if the purchaser is a natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.



Special Condition 31 – Service of Documents

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally, or if posted by prepaid post or sent by facsimile to purchaser or purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include – the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative.



Special Condition 32 – Settlement

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the Land may not have been issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an order to register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

**Special Condition 33 – Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representation that the services referred to in the Vendor's Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representation that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection re-connection and/or transfer.

**Special Condition 34 – Foreign Acquisition**

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



35.1

Special condition 35 - Loss or Damage

The following General Conditions are deleted:

1. General Conditions 24.3
2. General Conditions 24.4
3. General Conditions 24.5
4. General Conditions 24.6

**Special condition 36 – No Land Tax Adjustment**

Where the day of sale is 01/01/2024 or later, and the sale price of the property is less than \$10,000,000.00 then general condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the land tax component of the vendor at the settlement date or otherwise.

General Conditions

Part 2 being Form 2 prescribed by the former *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 former 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 the 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.

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 Property Securities 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 10.00a.m. and 4.00p.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 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 (or part of it) 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 authorised for service on or by a legal practitioner; or
- (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.

DATED

2024

JASVIR KAUR AND JASPAL SINGH

to

CONTRACT OF SALE OF REAL ESTATE

Property: 34 Glenelg Street, Clyde North VIC

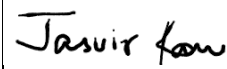

Gurpreet Sodhi
Soniez Conveyancing
77 Mackie Road
MULGRAVE VIC 3170
Tel: 1800 771 900
M : 0466 724 476
Ref: GS:2024-0987

Vendor Statement

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

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

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

Land	34 GLENELG STREET, CLYDE NORTH VIC 3978	
Vendor's name	JASVIR KAUR	Date 12/06/2024
Vendor's signature		
Vendor's name	JASPAL SINGH	Date 10/06/2024
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

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

To

Other particulars (including dates and times of payments):

Not Applicable

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of the Title and Copy of Plan.

(b) Particulars of any existing failure to comply with that easement, Covenant or other similar restrictions are: Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all the decisions of the Government and other authorities unless such decision has been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of Title.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Name of planning scheme

Name of responsible
authority

Zoning of the land

Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

None to Vendor's Knowledge

4.3 Compulsory Acquisition

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

None to Vendor's Knowledge

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title:

A registered Search statement and documents, or part of a document, referred to as Diagram location in that statement which identifies the land and its location.

10 SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

As per attached

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

Page 1 of 1

VOLUME 11438 FOLIO 381

Security no : 124115566705U
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LAND DESCRIPTION

Lot 2721 on Plan of Subdivision 646527E.
PARENT TITLE Volume 11379 Folio 052
Created by instrument PS646527E 08/08/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JASVIR KAUR
JASPAL SINGH both of 34 GLENELG STREET CLYDE NORTH VIC 3978
AR715782K 03/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR715783H 03/12/2018
NATIONAL AUSTRALIA BANK LTD

COVENANT PS646527E 08/08/2013

COVENANT AK807012M 28/12/2013

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 PS646527E 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: 34 GLENELG STREET CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/12/2018

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS646527E
Number of Pages (excluding this cover sheet)	9
Document Assembled	05/06/2024 12:17

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PLAN OF SUBDIVISION	STAGE NO. -----	LRS use only. EDITION 1	Plan Number PS646527E
Location of Land Parish: CRANBOURNE Township: Section: Crown Allotment: Crown Portion: 31 (Part) Title Reference: Vol. 11379 Fol. 052 Last Plan Reference: Lot D PS701907P Postal Address: Glenelg Street Clyde North 3978 MGA Co-ordinates E 353 350 Zone: 55 (of approx centre of plan) N 5 781 870		Council Certificate and Endorsement Council Name: Casey City Council Ref. 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /	
Vesting of Roads and / or Reserve		Notations	
Identifier	Council / Body / Person	Depth Limitation Does not apply	
Road R1	Casey City Council	Staging This is not a staged subdivision. Planning Permit No. P915/08	
Lots 1 to 2700 (all inclusive) omitted from this plan.			
Release 27 Area of Release: 2.101ha No. of Lots: 35		THIS IS A SPEAR PLAN Survey This plan is based on survey (PS648250M 07/07/11 0916-6L)	
Easement Information			
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	Drainage	See diagram	This Plan
	Sewerage		
E-2	Drainage	See diagram	PS637533L
	Sewerage		
LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> DATE 01/08/2013			
LRS use only PLAN REGISTERED TIME 12:00 pm DATE 08 / 08 / 2013 Ian D Thomson Assistant Registrar of Titles			
Sheet 1 of 8			
 Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature <u>DIGITALLY SIGNED</u> Date / / REF. 0916-S27 VERSION 6	
Date / / Council Delegate Signature Original sheet size A3		Date / / Council Delegate Signature Original sheet size A3	

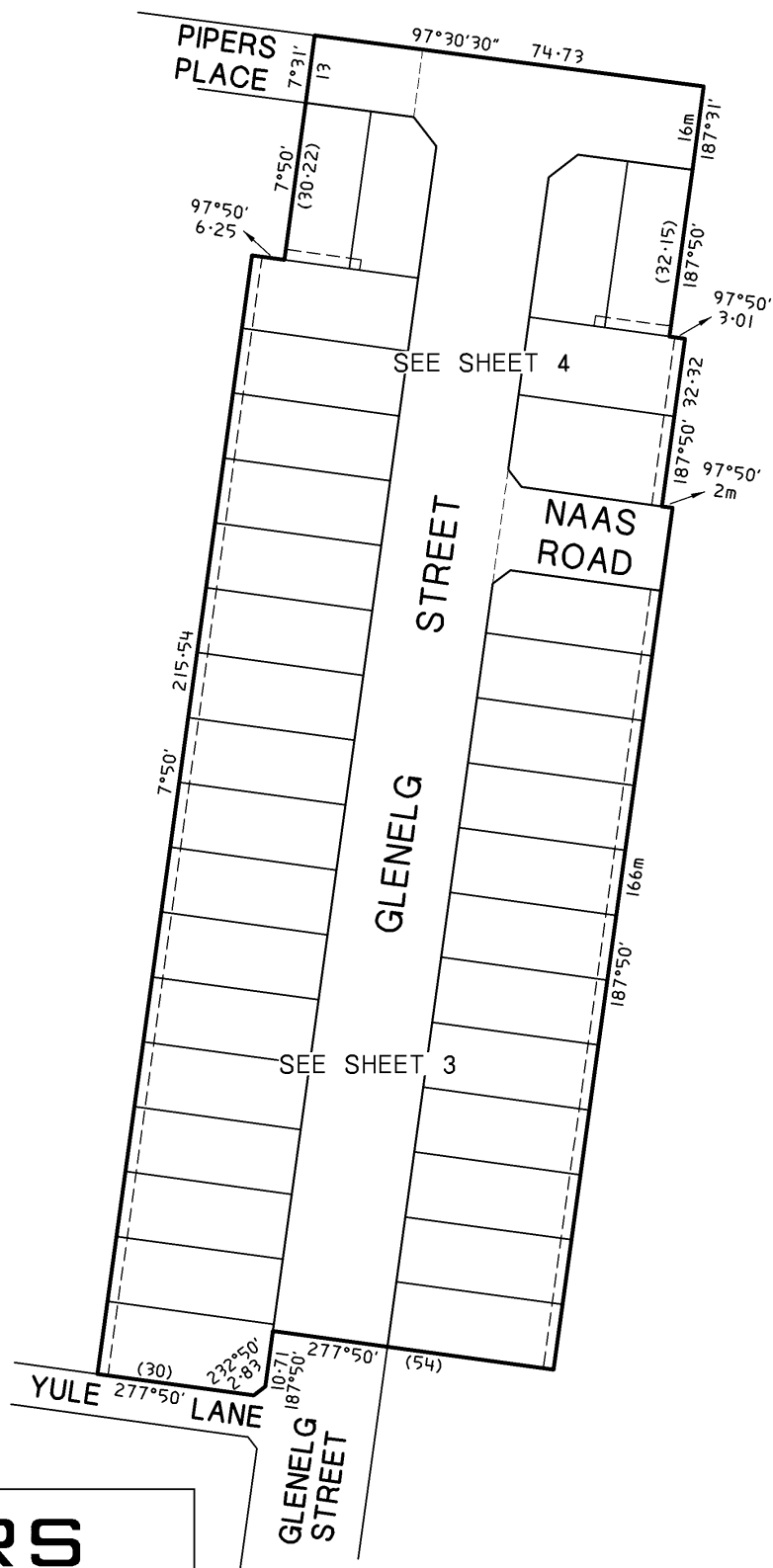
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS646527E

MGA94 ZONE 55



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ORIGINAL

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VERSION 6

Sheet 2

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Date / /
Council Delegate Signature

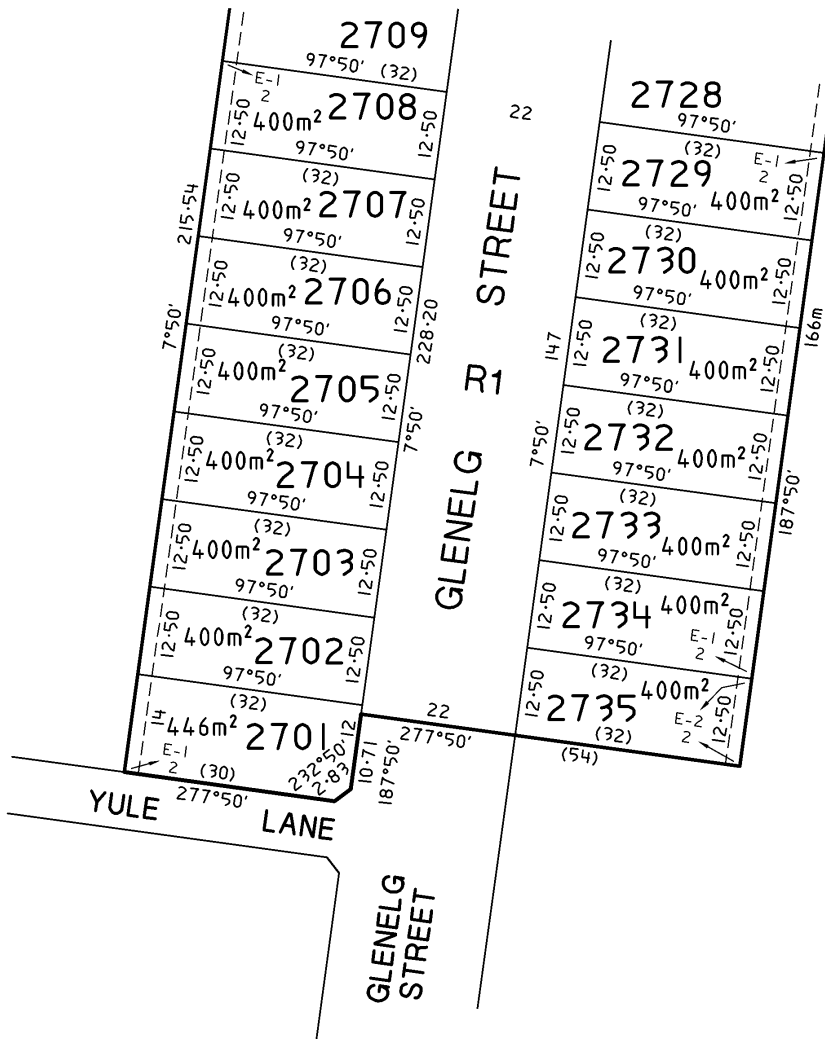
PLAN OF SUBDIVISION

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SEE SHEET 4



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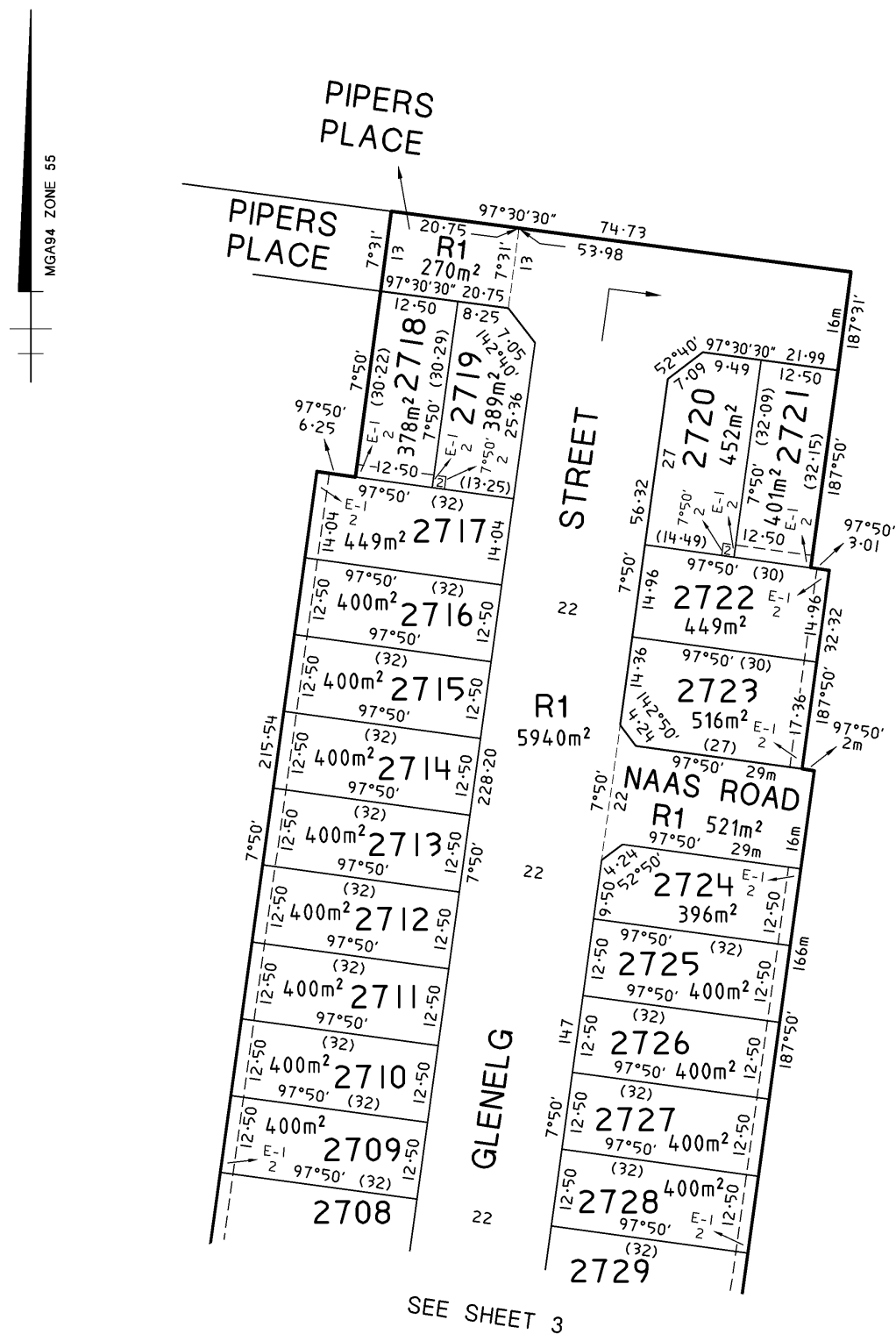
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PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS646527E



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REF. 0916-S27

VERSION 6

Sheet 4

Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS646527E

CREATION OF RESTRICTIONS

RESTRICTION A

This restriction is to be created upon registration of this plan as directed in City of Casey Planning Permit No. P915/08

Land to be Burdened 2701 to 2722 & 2724 to 2735

(being lots on this plan between 300 square metres and 500 square metres both inclusive).

Land to Benefit All lots on this plan.

Without the written consent of the Responsible Authority, the registered proprietor or proprietors for the time being of burdened lots must not:

1. Construct or allow to be constructed or remain on the lot any building outside the building envelope shown hatched in the schedule on sheets 7 and 8 of this plan (excluding allowable projecting building elements that project outside the building envelopes as contained in Part 4 Regulation 409(3) of the Building Regulations 2006).
2. Construct a garage (measured as the door opening) occupying more than 40% of the width of the lot (measured 4 metres from the lot frontage) and must not be closer to the frontage of the lot than the dwelling house or 5.5 metres whichever is the greater.

This restriction will cease to have effect seven years after the date of registration of this plan.

RESTRICTION B

This restriction is to be created upon registration of this plan as directed in City of Casey Planning Permit No. P915/08

Land to be Burdened All lots on this plan.

Land to Benefit All lots on this plan.

The registered proprietor or proprietors for the time being of any burdened Lot must not build or allow to be built or to remain on the Lot any dwelling house or commercial building unless plumbing for recycled water supply (if available) for toilet flushing and garden watering use is incorporated into the construction

continued

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LICENSED SURVEYOR :

Signature Date / /

REF. 0916-S27

VERSION 6

Sheet 5

Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS646527E

CREATION OF RESTRICTIONS (continued)

RESTRICTION C

This restriction is to be created upon registration of this plan.

Land to be Burdened All lots on this plan.

Land to Benefit All lots on this plan.

The registered proprietor or proprietors for the time being of any burdened Lot must not:

- C1. build or allow to be built or to remain on the Lot any dwelling house and associated garage/carport/outbuildings unless construction is in accordance with the Cascades on Clyde Estate Design Guidelines (a copy of which can be obtained from GEO Developments Pty. Ltd) administered by the Cascades on Clyde Estate Design Control Group;
- C2. carry out or cause to be carried out on the Lot any Works or allow any Works to remain on the Lot, unless prior to the commencement of construction of the Works the Cascades on Clyde Estate Design Control Group has approved the Works and the Works are carried out in accordance with the Cascades on Clyde Estate Design Guidelines;
- C3. erect or allow to be erected or remain erected on the Lot any relocatable home;
- C4. use or permit to be used any caravan parked on the Lot as a dwelling house;

The restrictions in paragraphs C1 -C4 will cease to have effect two years after the date of completion of the whole of the Development (as certified by GEO Developments Pty. Ltd. ACN 010 621 226 (GEO) or any person nominated by GEO in writing to provide that certification).

In this restriction, the following terms have the meanings set out below:

"Cascades on Clyde Estate Design Guidelines" means the design guidelines specified by the Cascades on Clyde Estate Design Control Group from time to time as being applicable to Lots burdened by this restriction.

"Cascades on Clyde Estate Design Control Group" means the panel of that name appointed by GEO (or by any person nominated in writing by GEO as being entitled to make that appointment) from time to time.

"Development" means the residential housing development to be carried out on the land originally comprised in the Parent Titles by GEO or GEO's successors as developer of that land.

"Lot" means a lot on this Plan.

"Plan" means this plan of subdivision.

"Vegetation" includes grass, lawn, garden, trees, shrubs, plants and flowers.

"Works" means:

- (a) construction of or alteration to buildings, fences, signs or other improvements;
- (b) changing the external appearance of any building, fence, sign or other improvement, including by painting, rendering or any application to the surface; and
- (c) planting or removal of Vegetation, but does not include:
- (d) internal changes to a previously constructed building where the external appearance of the building is not affected; or
- (e) changes to Vegetation, so long as the Cascades on Clyde Estate Design Guidelines are complied with.

continued

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VERSION 6

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Council Delegate Signature

PLAN OF SUBDIVISION

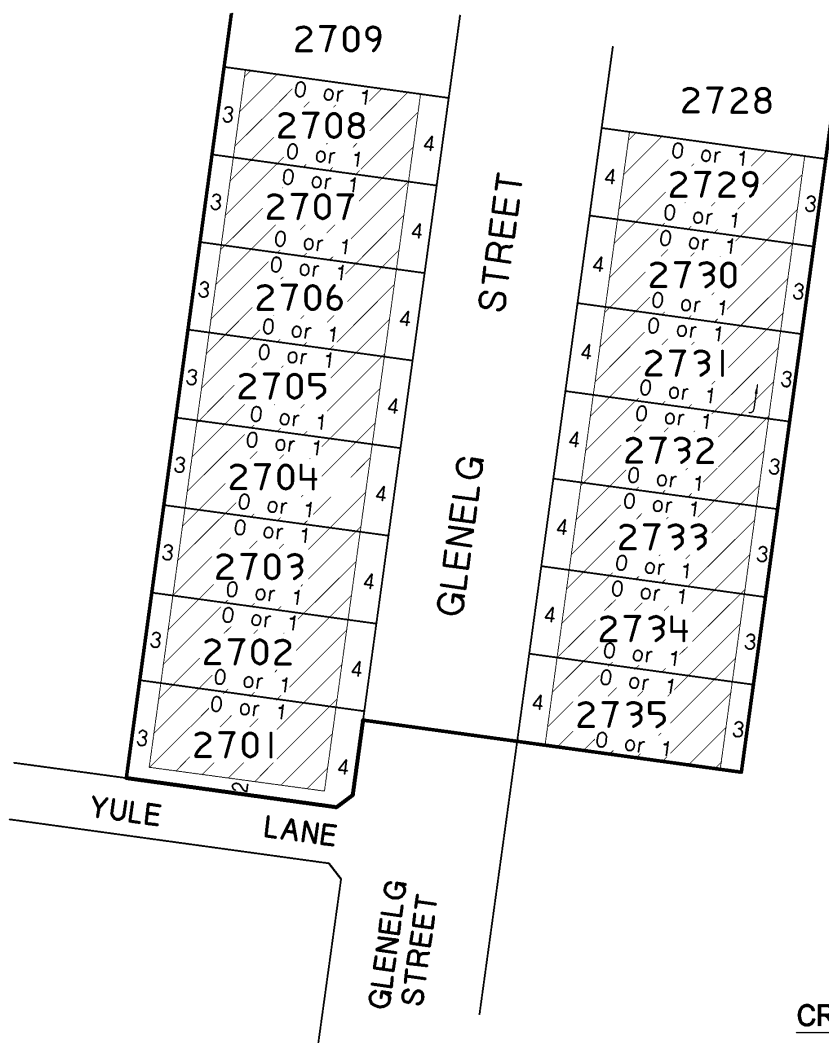
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Plan Number

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SEE SHEET 8

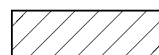
MG94 ZONE 55



CREATION OF RESTRICTIONS (continued)

SCHEDULE

Building Envelope



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REF. 0916-S27

VERSION 6

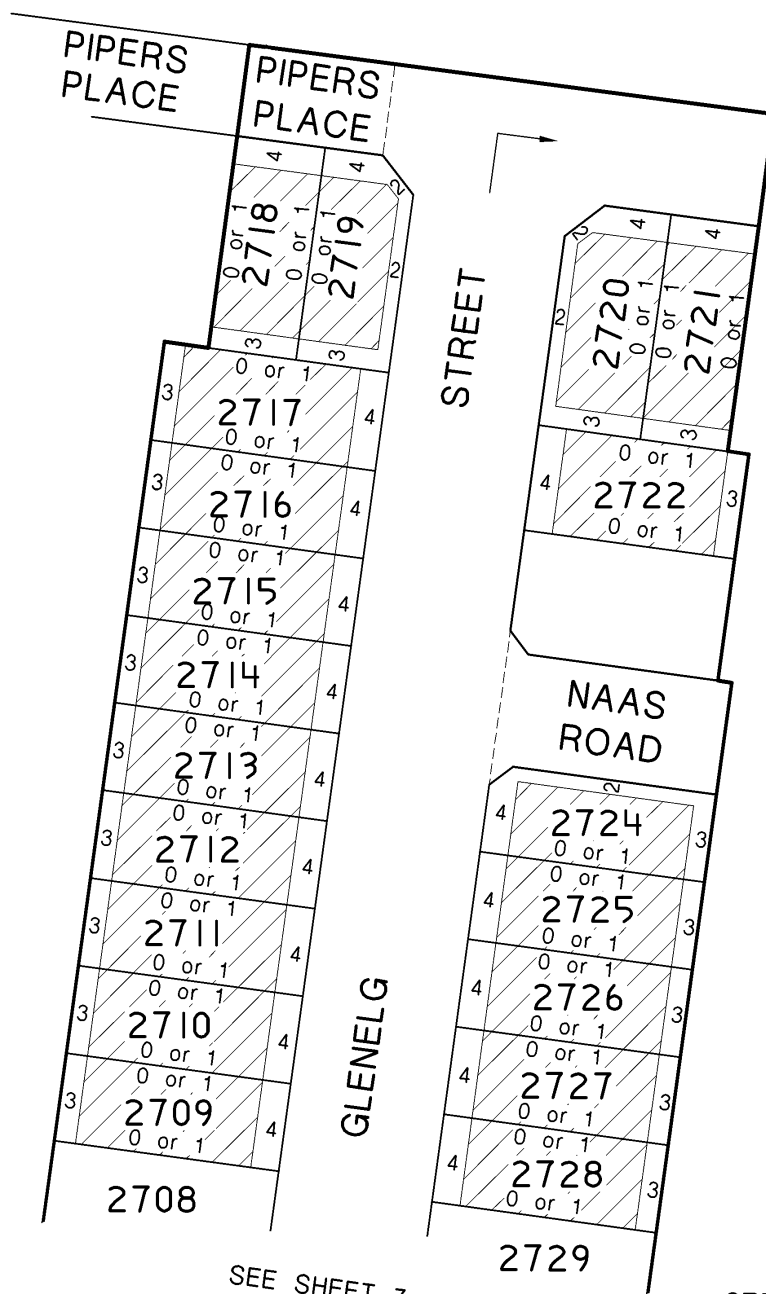
Sheet 7

Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS646527E



SEE SHEET 7

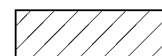
CREATION OF RESTRICTIONS (continued)

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCHEDULE

Building Envelope



ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

REF. 0916-S27

VERSION 6

Sheet 8

.....
Date / /
Council Delegate Signature



Plan of Subdivision PS646527E
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S014242J
Plan Number: PS646527E
Responsible Authority Name: Casey City Council
Responsible Authority Reference Number 1: S161/11
Surveyor's Plan Version: 6

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 27/07/2011

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Michele Annette Scarlett
Organisation: Casey City Council
Date: 19/06/2013

RATE & VALUATION NOTICE

1 JULY 2023 - 30 JUNE 2024

City of Casey

Bungil Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742



032-3978 (98466)

J Kaur & J Singh
34 Glenelg Street
CLYDE NORTH VIC 3978

PROPERTY: 34 Glenelg Street CLYDE NORTH VIC 3978
Lot 2721 PS 646527E

PRESCRIBED DATE OF VALUATION:
(Valuation as at) 1 JAN 2023

OPERATIVE DATE:
(Effective from) 1 JULY 2023

CAPITAL IMPROVED VALUE:
(Total Property Value) **\$645,000**

SITE VALUE:
(Land Value) **\$405,000**

**NET ANNUAL
VALUE: \$32,250**

RATES & CHARGES:

CALCULATION:

AMOUNT:

Fire Service Levy Residential Fixed	125.00	\$125.00
Fire Service Levy Residential Variable	(.000046 x CIV)	\$29.67
Garbage With Garden Waste 120L	@ \$426.00	\$426.00
General Rate	@ \$0.0021502098 x CIV	\$1,386.89

Current rates and fire services property levy must be paid 15 February 2024 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

110 - Detached Dwelling

RATE CAPPING

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

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



To update your contact details, please notify us at
www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

ISSUE DATE: 31/07/2023

PROPERTY ID: 117423

ACCOUNT REF NO.: 01174238

i All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1:

PAY OVER 4 INSTALMENTS

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **2 October 2023**
\$491.86

Instalment 2: **30 November 2023**
\$491.90

Instalment 3: **29 February 2024**
\$491.90

Instalment 4: **31 May 2024**
\$491.90

OPTION 2:

PAY IN FULL \$1,967.56

Due by **15 February 2024**

OPTION 3:

PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **28 September 2023**.

A Payment Schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



Bill Code: 8995
Ref: 01174238

BPAY® this payment via Internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 01174238

INSTALMENT AMOUNT:

DUE BY 2/10/2023 **\$491.86**

TOTAL AMOUNT:

DUE BY 15/02/2024 **\$1,967.56**

DATE: / /



RATEPAYER: J Kaur & J Singh
PROPERTY: 34 Glenelg Street CLYDE NORTH VIC 3978
PROPERTY ID: 117423



*71 179 1174238 57



TIS: 131450 (Translating and Interpreting Service) المترجم التوري مترجم شفاهى सुवासीय वाकम चिह्नक

CASEY.VIC.GOV.AU



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

JASPAL SINGH & JASVIR KAUR
34 GLENELG ST
CLYDE NORTH VIC 3978

Account number:	32154286
Date due:	17 June 2024
Current charges	Total due
+ \$274.70	\$274.70

Last bill	Payments received	Balance
\$269.00	– \$269.00cr =	\$0.00

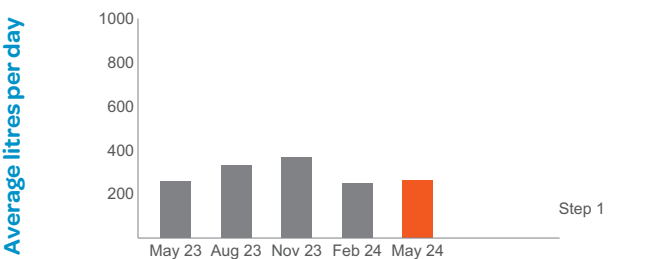
Your account breakdown

Issue date	29 May 2024
Property	34 Glenelg Street CLYDE NORTH VIC 3978
Property reference	53G//13601/00062
Last bill	\$269.00
Payment received	\$269.00cr
Balance brought forward	\$0.00
Our charges (no GST)	\$223.97
Other authorities' charges (no GST)	\$50.75
Total due	\$274.70

Your snapshot

Average daily water use	264 litres
Average daily cost	\$2.45

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	264	132	88	66	53
Meeting Target 150?	x	✓	✓	✓	✓

Recycled water not included in calculation

Payment options

Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 1003 2154 2800 003

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 32154286
Account name: South East Water Corporation

Postbillpay
BillpayCode: 0361 Ref: 1003 2154 2800 003
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 53G//13601/00062
34 GLENELG STREET
CLYDE NORTH VIC 3978



*361 100321542800003

PN53G

Total due:	\$274.70
Account number:	32154286
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 28/05/2024

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SAFN082577	1396	1372	24	A
RATM002771	416	405	11	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 27 August 2024.

Water usage (water and sewage)

For period 27/02/24 to 28/05/24 (91 days)

Step 1 24 kl @ \$3.4928 per kl = **\$83.83**

Recycled water

11 kl @ \$2.2082 per kl = **\$24.29**

Total usage charges **\$108.12**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/24 to 30/06/24

Water service charge **\$21.48**

Sewerage service charge **\$94.37**

Total service charges **\$115.85**

Our charges **\$223.97**

Other authorities' charges

Parks 01/04/24 to 30/06/24 **Charge \$21.21**

Waterways and Drainage charge 01/04/24 to 30/06/24 **\$29.54**

Total other authorities **\$50.75**

Total current charges **\$274.70**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see southeastwater.com.au/pricing2023

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/04/24 to 30/06/24.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for 01/04/24 to 30/06/24.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at mysoutheastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Struggling with your water bill?

We have support options just for you.

Call **13 18 51** or visit southeastwater.com.au/paymentoptions



South East Water Corporation

ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in. Let us help. We have a range of support options just for you.

Here are some ways we can support you:



Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.



One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.



Centrelink payments

Experience effortless payments with Centrelink. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

Looking for a different option?



More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.



Concession discounts

Register your valid concession card with us to save up to \$354.10 annually. Eligible cards include:

- Health Care Card
- Pensioner Concession Card
- Veterans' Affairs Card



Contact us

For a confidential chat:

Phone: 13 18 51

Visit: southeastwater.com.au/paymentoptions

Interpreter services: If you need an interpreter, please call: 03 9209 0130.

Feel free to reach out anytime – we're here to help.



“

I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service.
– Satisfied customer

”

How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates



southeastwater.com.au

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

Need an interpreter?

إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necessita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



BUILDING PERMIT (AMENDED)

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 213

Permit No: 27484 20133577/0



GROUP FOUR
BUILDING SURVEYORS

16/12/2013

Issued To:

Burbank Australia Pty Ltd
36 Aberdeen Road
Altona, VIC 3018
Phone: (03) 9328-0333

Builder:

Burbank Homes
36 Aberdeen Road
ALTONA, VIC 3018

City/Shire:

Casey

Ownership:

Mrs J Kaur & Mr G Singh
31 Gove Street
SPRINGVALE, VIC 3171

Property Address:

(Lot 2721) 34 Glenelg Street, CLYDE NORTH 3978

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Title Details: LP/PS: 646527E, Vol: 11438, Folio: 381

Building Classification:

1ai

Stage of work permitted: As shown on the approved plans

Existing dwellings: 0 Demolished dwellings: 0 Constructed dwellings: 0

Total new floor area (m2): 204.4 Cost of building work: \$198,670.00

Practitioners:

Steve Buratto	EC 1478	Engaged to prepare documents	Engineer - Civil
Anthony Edward Sanfilippo	DB-U 3333	Engaged in the building work	Builder - Domestic - Unlimited

Domestic Building Work Insurance:

Insured by: QBE residential builders warranty insurance Policy Number: 420055446BWI-38 Policy Issued: 05-Dec-2013

Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Pre Slab
- Steel
- Frame - Dom/Res
- Final - Dom/Res

Building work is to commence by: 12-Dec-2014

and is to be completed by: 12-Dec-2015

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

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

46702

BUILDING PERMIT (AMENDED)

Form 2 - Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20133577/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 2721) 34 Glenelg Street, CLYDE NORTH 3978

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Documents Supporting Application:

Document Name	Rev Nbr	Prepared By	Reference Nbr	Issued Date
- Builders Warranty Insurance	1			5-Dec-2013
- Building Specifications	1			5-Dec-2013
- Certificate of Title	1			5-Dec-2013
- Developers Approval	1			5-Dec-2013
- Energy Rating Report	1			5-Dec-2013
- Lighting Calculator	1			5-Dec-2013
- Plan of Subdivision	1			5-Dec-2013
- Property Information - Building	1			5-Dec-2013
- Purchase Order	1			5-Dec-2013
- AF710831F	1			5-Dec-2013
- AJ420195P	1			5-Dec-2013
- Property Information - LPD	1			5-Dec-2013
- Property Information - Planning	1			5-Dec-2013
- Property Information - Sewer Details	1			5-Dec-2013
- FILL Report	1			5-Dec-2013
- FILL Report	1			5-Dec-2013
- Purchase Order	1			5-Dec-2013
- Application Form	1			5-Dec-2013
- Purchase Order	1			5-Dec-2013
- Structural Drawings amended	1			16-Dec-2013
- Structural Form 1507 amended	1			16-Dec-2013
- Architectural Drawings	1			16-Dec-2013
- Soil Report	1			11-Dec-2013
- Architectural Drawings-Details	1			12-Dec-2013

Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
- The dwelling is to be protected from Termites in accordance with AS3660.1 2000.
- The Dwelling is to be protected against bush fire in accordance with AS 3959 -2009 BAL-19

Signed:

Building Surveyor: David Madeira

Date permit issued:

12-Dec-2013

Registration No:

BS-U 27484

Assessing Officer: David Madeira

Amended date:

16-Dec-2013

Group Four Building Surveyors

ABN 96158953425

www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149

TEL (03) 9544-0544

FAX (03) 9544-0244

EMAIL reception@groupfour.com.au

46702

BUILDING PERMIT (AMENDED)

Form 2 Building Act 1983 Building Regulations 2006 - Regulation 313

Permit No: 27484 20133677/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

101/113 Glenalg Street, CLYDE NORTH 3978

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Terms and Conditions

1. Role of Group Four

1.1 Professional Standard of Care

In performing the Services, Group Four shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards, normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Group Four for Services

2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies as and when due, Group Four shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than for breach of these Terms of Engagement by Group Four, then Group Four shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable to Group Four under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Group Four from, and agrees that Group Four is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Group Four's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Group Four (or any employee of Group Four) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.5 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement.

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied, or

(b) If the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Group Four Subject always to the provisions of the Building Act 1983 (as amended), Group Four may by notice in writing served on the Client terminate Group Four's obligations under these Terms of Engagement:

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied, or

(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied, or

(c) If Group Four serves Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Group Four's obligations are terminated, then the Client shall pay for all work-in-progress performed by Group Four up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise, "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner, "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Group Four's Letters to the Client, "Group Four's Letters" means Group Four's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client, "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable then:

- (a) If the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) In any other case, the whole provision is severed, and the remainder of these Terms of Engagement continue in force.

Group Four Building Surveyors

ABN 96158953425

www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149

TEL (03) 9544-0544

FAX (03) 9544-0244

EMAIL reception@groupfour.com.au

46702

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420055446BWI-38

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



MRS JASDEEP KAUR
31 GOVE ST
SPRINGVALE 3171

Name of Intermediary
AIS BUILDERS WARRANTY
P O BOX 7660
MELBOURNE VIC 3004

Account Number
42BWAIS00
Date Issued
05/12/2013

Policy Schedule Details

Certificate In Respect of Insurance

Domestic Building Contract

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

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

8215
LOT 2721,34 GLENELG STREET
CLYDE NORTH VIC 3978

Carried out by the builder

BURBANK AUSTRALIA PTY LTD
ACN: 007 099 872

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

For the building owner

MRS JASDEEP KAUR
MR GAGANDEEP SINGH

Pursuant to a domestic building contract dated

05/12/2013

For the contract price of

\$198,670.00

Type of cover

Cover is only provided if BURBANK AUSTRALIA PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

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

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

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

\$200,000 all inclusive of costs and expenses*

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

20% of the contract price*

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

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

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

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

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

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

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678	MATCH <i>Both name of builder and ACN or ABN match</i> <div style="text-align: center; font-size: 2em;">✓</div>	Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678 <div style="text-align: center;"> </div>
Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Carried out by the builder: → JOHN CITIZEN → ABN: 12 345 678 910	NO MATCH <i>Call QBE, name of builder does not match</i> <div style="text-align: center; font-size: 2em;">✗</div>	Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Builder: → CITIZEN CONSTRUCTIONS PTY LTD → ACN: 12 345 678 <div style="text-align: center;"> </div>
Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678	NO MATCH <i>Call QBE, ABN or ACN does not match</i> <div style="text-align: center; font-size: 2em;">✗</div>	Owner: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px;"></div> Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123 <div style="text-align: center;"> </div>

Form 6 Building Act 1993 Building Regulations 2006 - Regulation 1005

Property Details:

Title Details: LP/PS: 646527E, Vol: 11438, Folio: 381

City/Shire: Casey

Project Description:

Building Details:

<u>Part of Building</u>	<u>Permitted Use</u>	<u>BCA Class</u>	<u>Max permissible floor loading</u>
Single storey dwelling and garage	Residential	1ai	1.50

Other Conditions:

- External steps & landings to be maintained to comply with BCA 3.9.
- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

Suitability for Occupation:

The building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Signed:

Building Surveyor:

Registration No:

Dipl.-Ing.

BS-U 27484

Date of OP inspection:

14-May-2014

Date of issue:

19-May-2014

46702

Group Four Building Surveyors

ABN 96158953425

www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149

TEL (03) 9544-0544

FAX (03) 9544-0244

EMAIL reception@groupfour.com.au

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 June 2024 12:09 PM

PROPERTY DETAILS

Address: **34 GLENELG STREET CLYDE NORTH 3978**
Lot and Plan Number: **Lot 2721 PS646527**
Standard Parcel Identifier (SPI): **2721\PS646527**
Local Government Area (Council): **CASEY**
Council Property Number: **117423**
Planning Scheme: **Casey**
Directory Reference: **Melway 134 K2**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CRANBOURNE**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



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

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

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

PLANNING PROPERTY REPORT: 34 GLENELG STREET CLYDE NORTH 3978

Page 1 of 5

Planning Overlay

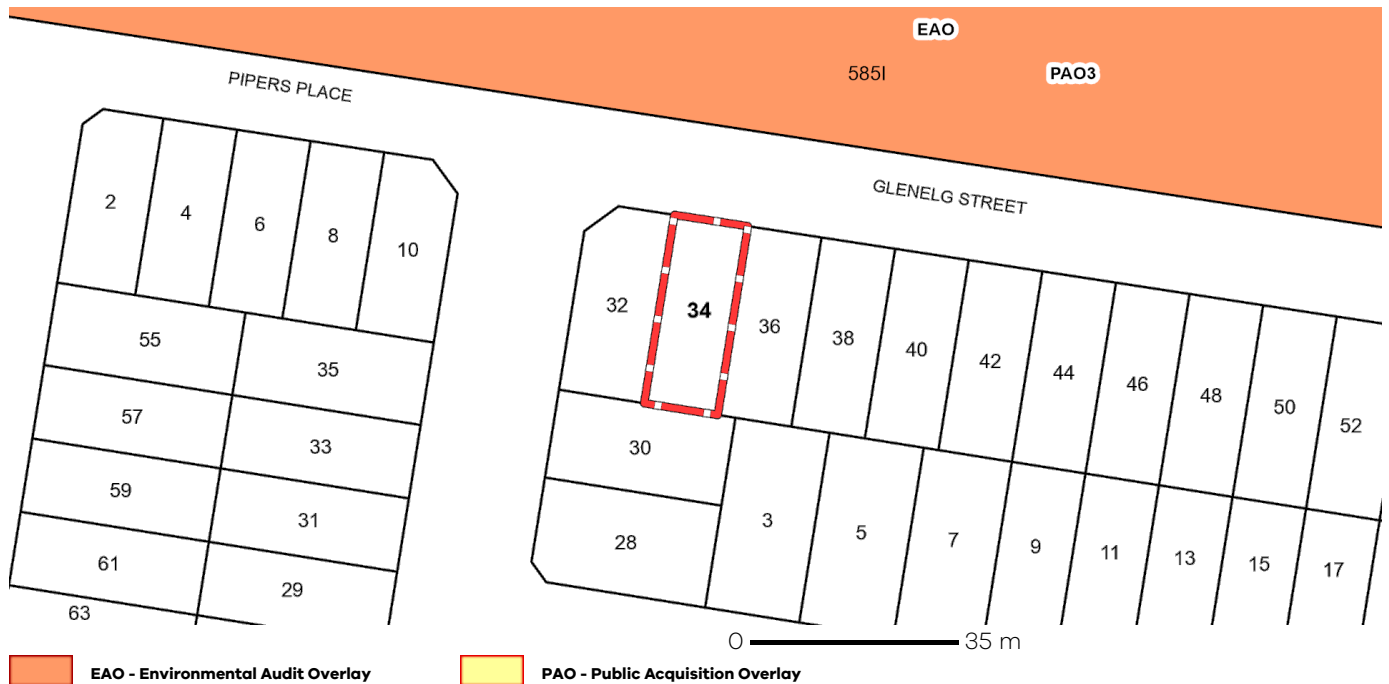
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

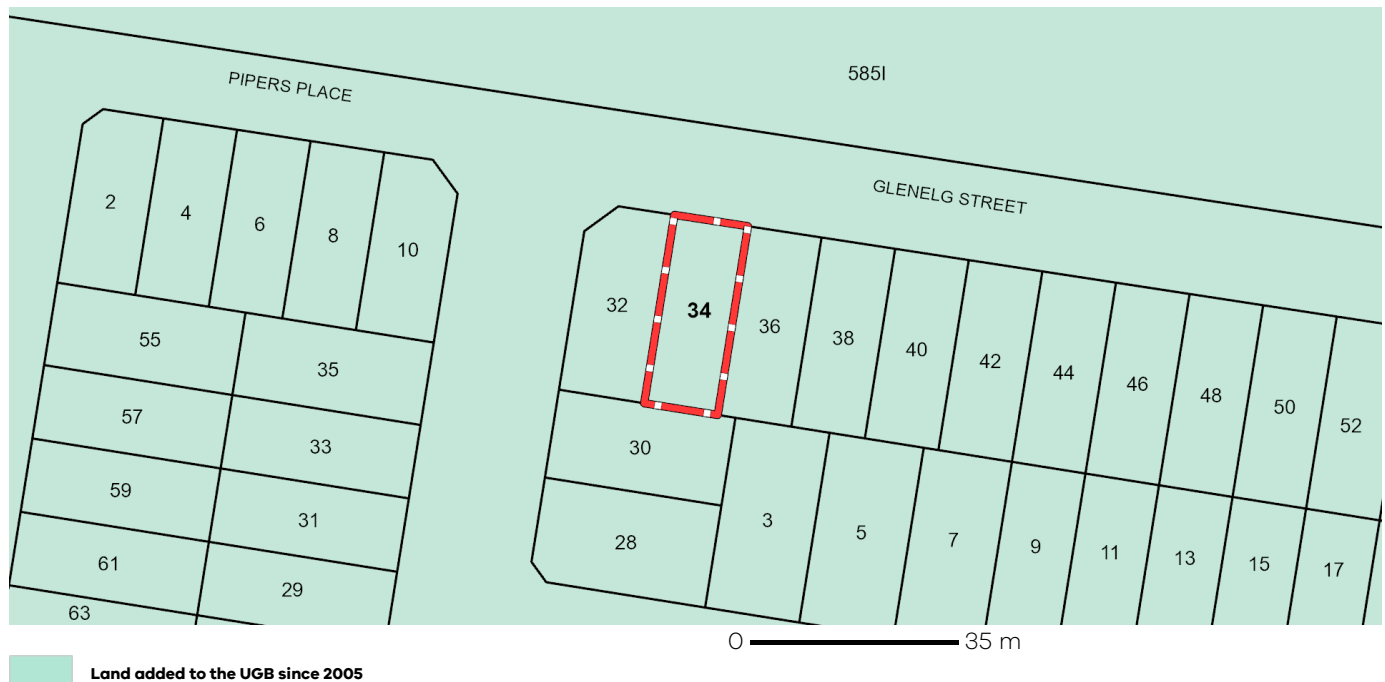
[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



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

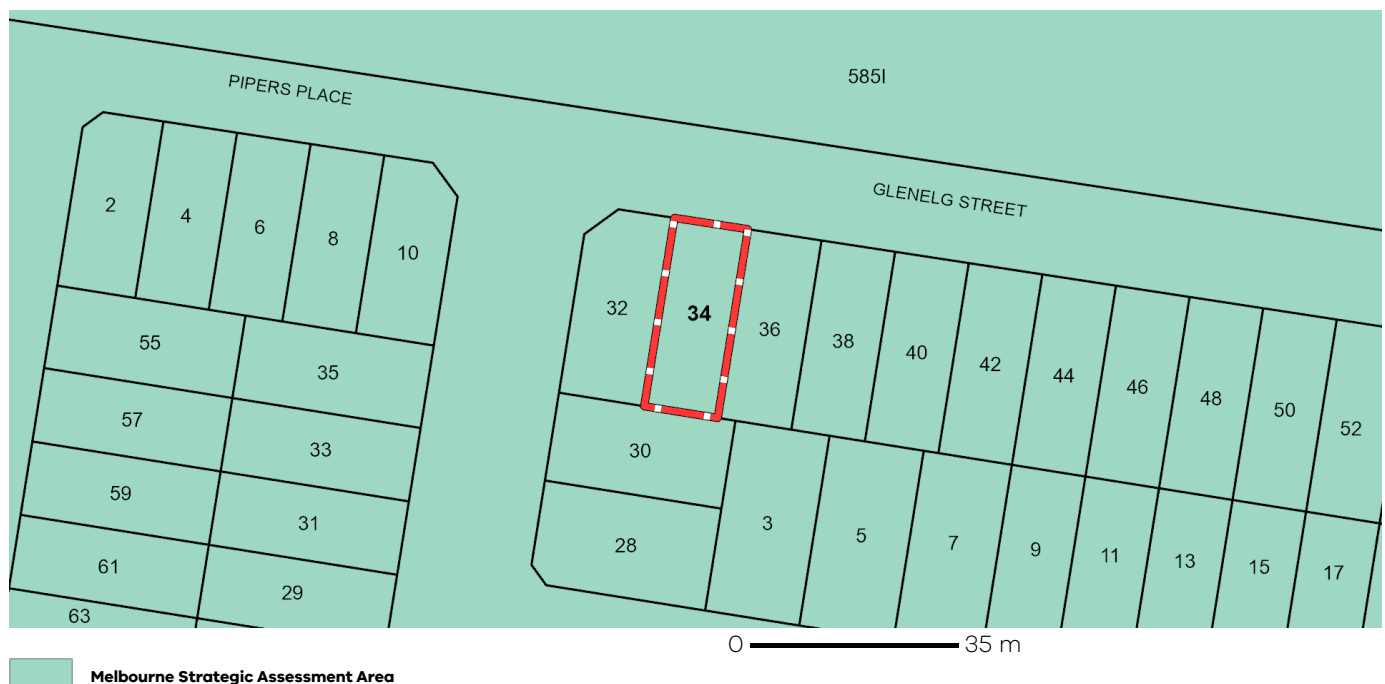
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.
Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 05 June 2024 12:09 PM

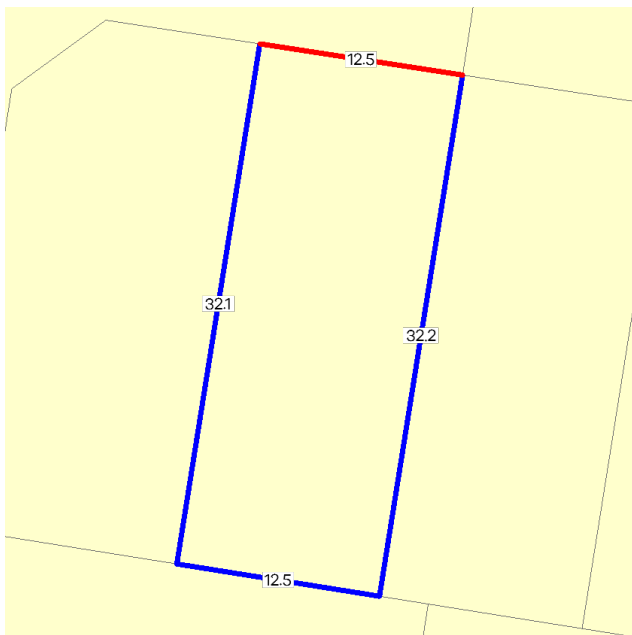
PROPERTY DETAILS

Address: **34 GLENELG STREET CLYDE NORTH 3978**
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Standard Parcel Identifier (SPI): **2721\PS646527**
Local Government Area (Council): **CASEY**
Council Property Number: **117423**
Directory Reference: **Melway 134 K2**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 402 sq. m

Perimeter: 89 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CRANBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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