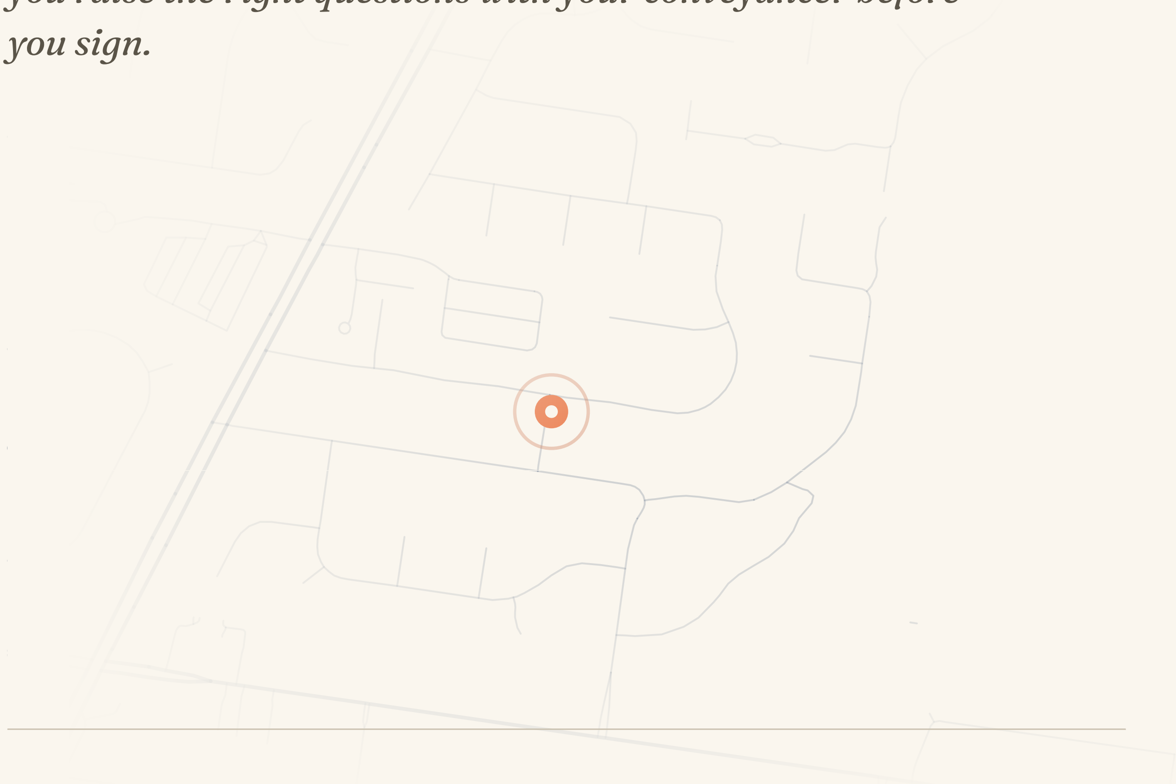
unstated.

PREPARED FOR YOU

A Doncaster Townhouse

DONCASTER VIC 3108

A plain-English review of the contract, Section 32, and supporting certificates for this property. Designed to help you raise the right questions with your conveyancer before you sign.



REPORT DATE	DOCUMENTS REVIEWED	SOURCE PAGES	REFERENCE
2 July 2026	21	82	UN-SAMPLE-0001

THIS REPORT

Contents

About this report.

This report identifies what is in the documents you uploaded and gives you specific questions to raise with your conveyancer and inspectors before signing.

WHAT THIS REPORT DOES

- Summarises what each document discloses in plain English
- Flags items to go through with your conveyancer or inspectors
- Explains general property terms and concepts
- Provides specific questions you can take to your conveyancer
- Estimates indicative additional costs you may encounter

WHAT THIS REPORT DOES NOT DO

- Provide legal, financial, or building advice
- Assess whether you should proceed with the purchase
- Replace your conveyancer, building inspector, or pest inspector
- Guarantee all relevant information was extracted from your documents

Unstated Pty Ltd ABN 36 699 362 519 utilises artificial intelligence to produce reports and summaries in connection with a contract. We are not a conveyancer or legal representative, and we do not provide legal advice and are not a substitution for legal advice. Our services are solely designed to assist you by providing you with general information in relation to your contracts. Unstated's report generation tool may contain errors and omissions, please ensure that you carefully review each of the outputs and seek legal advice in relation to your contract. Always engage a licensed conveyancer, building inspector, and pest inspector before making any property purchase decision.

01. Your property, at a glance.

Key facts extracted from the Section 32 Vendor Statement and supporting certificates. Verify each item against the source document before signing.

[redacted], Doncaster VIC 3108

PROPERTY TYPE	COUNCIL	ZONING	TITLE REFERENCE
Residential dwelling (a strata unit, described as "Detached, Unit, Single Storey" in the inspection report)	Manningham City Council	General Residential Zone, Schedule 2 (GRZ2)	Volume [redacted] Folio [redacted]; Lot 2 on Plan of Strata Subdivision [redacted]

DOCUMENTS REVIEWED	SOURCE PAGES	REPORT DATE
21	82	2 July 2026

REFERENCE

UN-SAMPLE-0001

80 of 82 pages were successfully read. Pages 30 and 31 contained no extractable text (these may be image-only, handwritten, or poor-quality scans). Content on those pages is not included in this analysis.

What we found, by category.

Five areas covered across your uploaded documents. Item counts are scope only - not a risk score and not an assessment of significance.

✓	**STRUCTURAL** *Building permits, occupancy permits, and structural defects*	4 items
-	**PEST** *Pest inspection report, treatment history, timber pest disclosures*	Not assessed
✓	**TITLE COMPLEXITY** *Mortgages, covenants, easements, caveats, restrictions*	4 items
✓	**PLANNING** *Zones, overlays, planning permits, notices*	5 items
✓	**FINANCIAL** *Rates, land tax, water charges, special taxes, outstanding amounts*	7 items

These counts reflect items identified in the documents you provided. They are not a risk assessment or a significance score. Your conveyancer, building inspector, and pest inspector can advise on what each item means for your purchase.

Before you sign.

6 items to go through with your conveyancer before you sign - drawn from the title, planning, financial, and contract findings that follow.

BEFORE YOUR MEETING

6 things to raise with your conveyancer first.

01 A shed disclosed as built over an easement (Section 32, item 3.1(b)).

02 The Melbourne Water drainage easement and estimated flood level affecting the property.

03 The registered mortgage to Westpac Banking Corporation on title.

04 The Owners Corporation affecting the land (recorded as inactive in the Section 32).

05 Several contract Special Conditions that acknowledge the property is accepted in its current condition.

06 The Solar Saver Scheme special charge balance and outstanding rates.

02. What's in your pack.

A Section 32 is only as complete as the documents attached to it. This is what your pack contained - and what a standard pack usually includes but this one did not. What is missing is often worth as much attention as what is present.

INCLUDED IN THIS PACK

- ✓ Contract of Sale of Land (with Special Conditions 1 to 13 and General Conditions 1 to 35)
- ✓ Guarantee and Indemnity form (blank)
- ✓ Section 32 Vendor Statement
- ✓ Register Search Statement (Title Search), Volume [redacted] Folio [redacted]
- ✓ Plan of Strata Subdivision [redacted] (imaged document cover sheet)
- ✓ Owners Corporation Search Report, Plan No. [redacted]
- ✓ Planning Certificate, Reference No. [redacted]
- ✓ Planning Property Report
- ✓ Land Information Certificate No. [redacted] (Manningham City Council)
- ✓ Water Information Statement (Yarra Valley Water and Melbourne Water, Section 158)
- ✓ Rates Certificate (Yarra Valley Water)
- ✓ Property Clearance Certificate - Land Tax, No. [redacted]
- ✓ Property Clearance Certificate - Commercial and Industrial Property Tax, No. [redacted]
- ✓ Property Clearance Certificate - Windfall Gains Tax, No. [redacted]
- ✓ Roads Property Certificate (VicRoads)
- ✓ Certificate of Insurance - Domestic Building Insurance, Policy No. [redacted]
- ✓ Owner Builders Defects Report (Section 137B), dated 10/02/2026
- ✓ Owners Corporation Certificate (s.151), dated 13 February 2026

- ✓ Statement of Advice and Information for Prospective Purchasers
- ✓ Model Rules for an Owners Corporation
- ✓ Consumer Affairs Victoria Due Diligence Checklist

NOT INCLUDED - TYPICALLY EXPECTED

- × Pre-purchase building inspection report (the Section 137B owner-builder report is included, but it expressly states it is not a pre-purchase building inspection)
- × Pest inspection report

A document not appearing here does not always mean it is required - but each is worth confirming with your conveyancer, since a missing disclosure can change what you are agreeing to.

03. What we found in your documents.

11 items to go through with your conveyancer or inspector before signing. Each is tagged with the source document it came from. Not all items are problems - some are simply things a buyer should be aware of.

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01 **BUILDING** *Contract of Sale / Special Condition 13*

The vendor undertook renovation works to the property without a building permit.

Special Condition 13 records that the vendor undertook renovation works to the property without a building permit, states the materials used were new and fit for purpose, that the works were completed in stages, and that a Section 137B owner-builder inspection report is attached to the Vendor Statement. Owner-builder works are construction or renovation completed by an owner who is not a registered building practitioner. The condition records that the purchaser accepts the property in its current state and will not require the vendor to obtain any permits or approvals. The Building Act 1993 sets the framework for building permits and owner-builder disclosure in Victoria.

02 **BUILDING** *Owner Builders Defects Report (Section 137B) / dated 10/02/2026*

A Section 137B owner-builder defects report identifies internal alterations carried out without a building permit.

The Section 137B report by [redacted] records internal alterations including a relocated doorway and a wall removal between kitchen and lounge, a kitchen full renovation, new flooring, fencing, a block retaining wall, a rear shed under 10m², rendering, and exterior painting. The report states that no building permit was obtained for the internal alterations and notes a certificate of compliance by an independent engineer was produced for the building works (which the report states is not a building permit). A Section 137B report is a defects report prepared for owner-builder works under the Building Act 1993, prepared for disclosure purposes and expressly not a pre-purchase building inspection. The report states it cannot be relied upon as evidence of the building's suitability for purchase.

03 **TITLE** *Section 32 / item 3.1(b)*

A shed is disclosed as built over an easement.

Item 3.1(b) of the Section 32 discloses, as a particular of existing failure to comply with an easement, covenant or restriction: "Shed built over easement." An easement is a right registered on title that allows another party (commonly a drainage, sewerage, water, or utility authority) to use part of the land for a specific purpose. Building over an easement may be subject to consent requirements from the relevant authority. The

Water Act 1989 statements separately note consent considerations for structures over sewers and drains.

04 TITLE *Water Information Statement / Melbourne Water Property Information Statement (Section 158 Water Act 1989)*

A Melbourne Water drainage asset and an estimated flood level affect the property.

The Melbourne Water statement records a 1050 mm diameter drain located within the property's 6.10 metre easement. It states that in a storm exceeding the design capacity of the drain the property will be affected by overland flows, and that the estimated flood level with a 1% probability in any one year is RL66.6 metres to Australian Height Datum. The statement notes that a licensed surveyor can be engaged to determine the exact effect of the applicable flood level on the property. The Yarra Valley Water statement also records that consent was previously given to an owner to erect a structure over the sewer and/or easement, binding successors in title.

05 TITLE *Title Search / Volume [redacted] Folio [redacted]*

A registered mortgage to Westpac Banking Corporation is recorded on title.

The Register Search Statement records Mortgage [redacted] dated 09/03/2023 to Westpac Banking Corporation, and an eCT Control entry in favour of ST George Bank effective 09/03/2023. A mortgage is a security interest registered on title in favour of a lender. Under the general conditions, a purchaser buys subject to any encumbrance shown in the Section 32 other than mortgages or caveats, which are generally discharged at settlement.

06 TITLE *Section 32 / section 6.1*

The land is affected by an Owners Corporation recorded as inactive.

Section 6.1 of the Section 32 states the Owners Corporation is an inactive owners corporation. The Section 32 footnote explains an inactive owners corporation is one that in the previous 15 months has not held an annual general meeting, not fixed any fees, and not held any insurance. An Owners Corporation is a body that manages common property in a subdivision and may collect fees for maintenance, insurance, and management. The Owners Corporation Search Report shows Plan No. [redacted] affects Common Property and Lots 1 and 2, with entitlement and liability of 50/50 between the two lots, and the Owners Corporation Certificate records current fees of $Nil and no insurance cover

07 PLANNING *Planning Certificate / Reference No. [redacted]*

The land is within a Design and Development Overlay, a Special Building Overlay, and a General Residential Zone.

The Planning Certificate records the land is in a General Residential Zone Schedule 2, within a Design and Development Overlay Schedule 8-3, a Special Building Overlay

Schedule 1, and a Design and Development Overlay Schedule 8. A Design and Development Overlay sets requirements for the design and built form of buildings, which may relate to height, setbacks, or appearance of future construction. A Special Building Overlay identifies land subject to overland flows from the urban drainage system. The General Residential Zone is a residential zone in which the planning scheme contains rules about what can be built and how land can be used.

08 PLANNING *Section 32 / item 4.1*

The Section 32 notes the municipality is within a Termite Declared Zone.

Item 4.1 of the Section 32 states "Manningham Council is within a Termite Declared Zone." A Termite Declared Zone is an area designated under building regulations where additional termite management measures may apply to building work. The Section 137B inspection report states the inspection did not look for timber pest activity, and no separate pest inspection report is included in the documents provided.

09 BUILDING *Certificate of Insurance / Policy Number* [redacted]

A Domestic Building Insurance policy is recorded for structural alteration works.

The Certificate of Insurance issued by Victorian Managed Insurance Authority records Domestic Building Insurance for "C04: Alterations/Additions/Renovations - Structural" at the property, carried out by builder [redacted], under a domestic building contract dated 21/02/2024 for a contract price of $85,401.00 stated on the certificate, with a policy inception date of 23/02/2024. Domestic Building Insurance (DBI) is insurance that may apply to certain residential building works in Victoria over a specified value, providing cover where the builder dies, disappears, becomes insolvent, or fails to comply with a Tribunal or Court Order. The certificate notes cover concludes two years from completion for non-structural defects and six years for structural defects, and extends to successors in title.

10 FINANCIAL *Land Information Certificate / Certificate No.* [redacted]

A Solar Saver Scheme special charge balance is recorded against the property.

The Land Information Certificate records a Solar Saver Scheme Principal of $4,500.00 with payments of $3,150.00, leaving a Scheme Charges Balance of $1,350.00. The certificate notes this is a "Solar Saver Scheme Special Charge (Ten Year Scheme) 1/7/2018 to 30/6/2028." A Solar Saver Special Charge is a council scheme that funds the supply and installation of solar systems on participating properties; the charge is repaid by the owner over a defined period and continues to apply to subsequent owners until the scheme ends.

11 CONTRACT *Contract of Sale / Special Condition 12*

The contract varies the standard land tax adjustment provisions.

Special Condition 12 states that where the sale price is less than the $10,000,000.00 figure stated in that condition, General Condition 23 is varied so that there is no adjustment of land tax and the purchaser is not required to make any payment or contribution to the vendor's land tax at settlement or otherwise. The Land Tax Clearance Certificate No. [redacted] records land tax payable of $0.00, with the property noted as exempt as a Principal Place of Residence. The Sale of Land Act 1962 addresses how land tax may be passed on for certain contracts.

→ *Professional referral: your conveyancer, a building inspector and a town planner can advise on items flagged on this page.*

04. What's on your title.

The Register Search Statement records who legally owns the land and any restrictions, securities, or notices registered against it. Below is what was on the title at the date of search.

HEADLINE TITLE FACT

Title held by registered proprietor. **One mortgage** registered, per Register Search Statement.

ITEM	WHAT THE DOCUMENT SAYS	WHAT TO ASK YOUR CONVEYANCER	TIMING
Volume / Folio	Volume [redacted] Folio [redacted]; Lot 2 on Registered Plan of Strata Subdivision [redacted]; parent title Volume [redacted] Folio [redacted]; created by instrument [redacted] 29/11/1988.	*Can you confirm the title particulars match the contract and Section 32?*	BEFORE SETTLEMENT
Registered proprietors	Estate in fee simple held by two joint proprietors. A joint proprietorship is a manner of holding where two or more owners hold the whole of the land together.	*Can you confirm the proprietors and manner of holding for settlement?*	BEFORE SETTLEMENT
Mortgage	Mortgage [redacted] dated 09/03/2023 to Westpac Banking Corporation; eCT Control [redacted] ST George Bank effective 09/03/2023. A mortgage is a security interest registered in favour of a lender.	*Can you confirm the mortgage will be discharged at settlement?*	AT SETTLEMENT
Easement (shed over easement)	Section 32 item 3.1(b) discloses "Shed built over easement." An easement is a registered right allowing another party to use part of the land for a specific purpose.	*Can you confirm whether authority consent exists for the shed over the easement and what this means at settlement?*	BEFORE SETTLEMENT
Owners Corporation	Land affected by Owners Corporation Plan No. [redacted]; recorded as inactive in the Section	*Can you review the Owners Corporation Certificate and explain the inactive status?*	BEFORE SETTLEMENT

ITEM	WHAT THE DOCUMENT SAYS	WHAT TO ASK YOUR CONVEYANCER	TIMING
	32; entitlement/liability 50/50 across Lots 1 and 2.		

05. What's been built and approved.

Building permits, occupancy permits, and the inspections recorded against the property. The contract pack does not include an independent pre-purchase building or pest inspection report.

PERMITS & SIGN-OFF

What's been authorised on the property.

WORK DONE	PERMIT STATUS	SIGN-OFF	STATUS
Internal alterations (relocated doorway; wall removal kitchen/ lounge)	Section 137B report records no building permit was obtained for the internal alterations.	*Section 137B report notes a certificate of compliance by an independent engineer was produced (report states this is not a building permit).*	BEFORE SIGNING
Structural alterations/ additions/renovations (DBI covered)	DBI Policy [redacted] records cover for "Alterations/Additions/ Renovations - Structural" under a contract dated 21/02/2024.	*No occupancy permit or certificate of final inspection appears in the documents provided.*	BEFORE SETTLEMENT
Rear shed under 10m², retaining wall, fencing, patio, painting, kitchen renovation, flooring, doors, shutters	Section 137B report records these owner-builder works with no visible defects noted; permit status addressed under internal alterations above.	*Section 32 building permits section recorded as "Not Applicable."*	BEFORE SIGNING
Pool/spa	No pool or spa is disclosed in the documents provided.	*Not applicable.*	INFORMATION ONLY

BUILDING SUMMARY

What the documents disclose about the dwelling.

A pre-purchase building inspection report is not included in this pack. A Section 137B Owner Builders Defects Report dated 10/02/2026 is included; that report expressly states it is not a pre-purchase building inspection and cannot be relied upon as evidence of the building's suitability for purchase. A pest inspection report is not included. The Section 137B report records the following owner-builder works inspected: a rear shed under 10m², rendered

external walls, a tiled patio, new fencing and gate, a block retaining wall with timber edging, exterior painting, internal alterations (relocated doorway from dining to laundry/bathroom and wall removal between kitchen and lounge), new carpet and engineered flooring, interior painting, new internal doors, a replaced external door, exterior security shutters, and a kitchen full renovation. The report records that no building permit was obtained for the internal alterations and notes a certificate of compliance by an independent engineer was produced for the building works. No occupancy permit, certificate of final inspection, or mandatory inspection record appears in the Section 32 building permits section (recorded as "Not Applicable").
Your conveyancer or building inspector can explain how this applies to your purchase.

06. What this property is currently costing.

Outgoings as recorded on the council, water authority, and State Revenue Office certificates. Figures below are quoted directly from those certificates.

Council rates and charges

AT SETTLEMENT

Manningham City Council, year ending 30 June 2026

RATES AND CHARGES BALANCE **$920.00**

Arrears	$0.00
General Rates	$1,200.30
Emergency Services and Volunteers Fund	$267.40
Waste Standard Service	$303.50
Waste Standard Service Landfill Levy	$70.00
Payments	-$921.20

Land Information Certificate No. [redacted]. CIV $995,000.00; SV $720,000.00; NAV $49,750.00; Rate in $: 0.00157946. AVPCC 120 - Single Strata Unit/Villa Unit/Townhouse. Instalments due 30/09/2025, 30/11/2025, 28/02/2026, 31/05/2026.

Solar Saver Scheme special charge

AT SETTLEMENT AND ONGOING

Manningham City Council, Ten Year Scheme 1/7/2018 to 30/6/2028

SCHEME CHARGES BALANCE **$1,350.00**

Solar Saver Scheme - Principal	$4,500.00
Payments	-$3,150.00

Land Information Certificate No. [redacted]. Recorded under "Special Rates & Charges" as Solar Saver Scheme Special Charge (Ten Year Scheme).

Total balance outstanding (Land Information Certificate)

AT SETTLEMENT

Manningham City Council

TOTAL BALANCE OUTSTANDING **$2,270.00**

Land Information Certificate No. [redacted]. Comprises Rates and Charges Balance $920.00 and Scheme Charges Balance $1,350.00.

Water and sewer charges

AT SETTLEMENT

Yarra Valley Water, Rate Certificate No. [redacted]

AMOUNT OWING FOR THIS PROPERTY $0.00

Residential Water Service Charge (01-10-2025 to 31-12-2025)	**$21.26**
Residential Water and Sewer Usage Charge (21-07-2025 to 21-10-2025)	**$132.18**
Residential Sewer Service Charge	**$122.58**
Parks Fee	**$22.63**
Drainage Fee	**$31.51**

Yarra Valley Water Rates Certificate No. [redacted] dated 16/12/2025. Estimated average daily usage $1.44. All charges shown as outstanding $0.00; balance brought forward $0.00. Certificate notes a Special Meter Reading can be arranged before settlement.

Land Tax

INFORMATION ONLY

State Revenue Office, Property Clearance Certificate No. [redacted]

TAX PAYABLE $0.00

Property Clearance Certificate No. [redacted] issued 13 FEB 2026. Taxable value (SV) $720,000.00 for 2026 as stated on the certificate. Comment quoted from certificate: "Property is exempt: LTX Principal Place of Residence." For information only, single-holding land tax calculation shown on the certificate as $1,800.00.

Vacant Residential Land Tax

INFORMATION ONLY

State Revenue Office, Property Clearance Certificate No. [redacted]

TAX PAYABLE $0.00

Property Clearance Certificate No. [redacted] issued 13 FEB 2026. For information only, VRLT calculation shown on the certificate as $9,950.00 based on CIV $995,000.00 multiplied by 1.000%. Current Vacant Residential Land Tax Charge stated as $0.00.

Windfall Gains Tax / Commercial and Industrial Property Tax

INFORMATION ONLY

State Revenue Office, Property Clearance Certificate No. [redacted]

TAX PAYABLE $0.00

Property Clearance Certificate No. [redacted]. WGT certificate comment quoted: "No windfall gains tax liability identified." CIPT certificate notes AVPCC 120 allocated to the land is not a qualifying use; Current CIPT Charge stated as $0.00. Both certificates issued 13 FEB 2026.

Your conveyancer calculates settlement adjustments based on the date of settlement. The Sale of Land Act 1962 addresses how land tax may be passed on for certain contracts; your conveyancer can advise on how it applies to your purchase.

07. What to look at next.

Inspections commonly considered before a residential purchase in Victoria, and the additional costs that typically come with a property transaction. All ranges below are indicative market figures, not quotes.

INSPECTIONS TO CONSIDER

3 you can discuss with your conveyancer.

Building inspection

A general visual inspection of accessible parts of the building by a registered building inspector, surveyor, or domestic builder.

Pest inspection

A timber pest inspection by a qualified pest inspector covering visible and accessible areas for evidence of termites, borers, fungal decay, and other timber pests.

Boundary survey

A boundary survey by a licensed surveyor to confirm property boundaries and any encroachments.

ESTIMATED ADDITIONAL COSTS

What else to budget for.

INDICATIVE RANGES ONLY

ITEM	SOURCE / NOTE	INDICATIVE RANGE	WHEN DUE
Stamp duty (land transfer duty)	*Government tax payable on property purchases in Victoria, calculated on the purchase price. Typically the largest single cost on top of the purchase price.*	Calculated on purchase price	AT OR BEFORE SETTLEMENT
Conveyancing fees	*Indicative market range*	$1,200-$2,500	AT SETTLEMENT
Title registration	*Indicative market range*	$150-$250	AT SETTLEMENT
Building inspection	*Indicative market range*	$400-$800	BEFORE SETTLEMENT
Pest inspection	*Indicative market range*	$250-$450	BEFORE SETTLEMENT

For informational purposes only. Not legal, building, or financial advice. Always consult a licensed conveyancer, building inspector, and pest inspector before any purchase decision.

ITEM	SOURCE / NOTE	INDICATIVE RANGE	WHEN DUE
Council rates / water / land tax adjustments	*Subject to calculation from certificates (note SC12 varies land tax adjustment)*	Subject to calculation	AT SETTLEMENT
Solar Saver scheme balance	*Land Information Certificate No. [redacted] records Scheme Charges Balance of $1,350.00 (scheme runs to 30/6/2028)*	$1,350.00	AT SETTLEMENT AND ONGOING
Late certificate fee (SC1)	*Contract Special Condition 1.2 states a fee of $150.00 plus GST if current certificates not provided in time*	$150 plus GST	IF TRIGGERED
Re-scheduling/ cancellation fee (SC2)	*Contract Special Condition 2.1 states a fee of $300.00 plus GST if settlement is amended, extended, or not met*	$300 plus GST	IF TRIGGERED

Ranges shown are indicative market figures based on typical Victorian residential transactions. Actual costs vary. Confirm all figures with your conveyancer, inspector, or service provider before committing.

08. What the contract asks of you.

The contract contains 13 special conditions that modify or supplement the standard printed conditions. Each is summarised in plain English below. The full clause text is in the contract.

01 Adjustments

Contract reference: SC1

This condition requires the purchaser to pay or adjust all rates, taxes and outgoings from the day of settlement, and to instruct their representative to provide a Statement of Adjustments to the vendor's conveyancer no later than three business days before settlement. It states that if the purchaser fails to provide current certificates, settlement is delayed until they are provided, the purchaser pays a fee stated in the condition as $150.00 plus GST, settlement takes place two business days after receipt of certificates, and penalty interest is payable for the delay. It states this is an essential term of the contract.

02 Settlement Re-Scheduling and Cancellation

Contract reference: SC2

This condition states that if the purchaser fails to settle on the due date, or requests to amend or extend the settlement date, the purchaser is required under the condition to pay the vendor's representative a fee stated as $300.00 plus GST representing additional legal costs, payable at settlement.

03 Purchaser Acknowledgement

Contract reference: SC3

This condition states the purchaser has purchased as a result of their own inspections and enquiries, does not rely on any representation or warranty by the vendor, and cannot make any objection or claim compensation for the state, repair or condition of any buildings or structures. It states that any failure of improvements to comply with building regulations or other laws is not a defect in title, and the purchaser cannot require the vendor to comply with those laws, carry out final inspections, fence any pool or spa, install smoke detectors, or provide a Certificate of Occupancy or Final Inspection. It states this is an essential term that does not merge at settlement.

04 Planning Schemes

Contract reference: SC4

This condition states the purchaser buys subject to any restrictions on use or development imposed by the relevant planning scheme, statute, regulation, local law, or permit conditions, that such a Planning Restriction is not a defect in title, and that the purchaser cannot make any objection, requisition, claim for compensation, or delay payment because of any Planning Restriction.

05 No Representations

Contract reference: SC5

This condition states there are no conditions, warranties or other terms affecting the sale other than those in the contract, and the purchaser cannot rely on any representation made by the vendor or agent unless made a condition of the contract.

06 Dwelling

Contract reference: SC6

This condition states the land and buildings are sold on the basis of existing improvements and that the purchaser cannot make any requisition or claim compensation for any deficiency or defect in the improvements, including in relation to the issue or non-issue of building permits and completion of inspections by relevant authorities.

07 Vendor As Trustee

Contract reference: SC7

This condition applies only where the vendor is a trustee of a trust. It states the vendor sells the property as trustee, and that the vendor's liability under the contract is limited to the trust assets, with the purchaser's rights limited to the vendor's capacity as trustee and not against the vendor's personal assets.

08 Reduced Deposit

Contract reference: SC8

This condition applies where a full 10% deposit is not payable. It states the purchaser acknowledges the vendor would normally require a 10% deposit, and that if the purchaser defaults the purchaser is required under the condition to pay the difference between the deposit paid and 10% of the price within 7 business days of written demand, recoverable as a debt if not paid.

09 Auction

Contract reference: SC9

This condition states that if the property is offered for sale by public auction, it is subject to the vendor's reserve price and the auction rules under the Sale of Land (Public Auctions) Regulations 2014.

10 Inspection

Contract reference: SC10

This condition states that where the purchaser has not physically inspected the property, the purchaser warrants it is satisfied with the risk of purchasing sight unseen, buys subject to all restrictions and physical characteristics of the property and surrounding lots, and cannot make any objection or claim compensation in respect of such matters.

11 Solar Panels

Contract reference: SC11

This condition states that where solar panels are on the property, the purchaser acknowledges they are responsible under the condition for making their own enquiries about whether any benefits (including feed-in tariffs) pass to the purchaser, for making their own arrangements with an energy supplier, and that the vendor and agent make no warranty or representation about the solar panels or their state of repair.

12 No Land Tax Adjustment

Contract reference: SC12

This condition states that where the sale price is less than the $10,000,000.00 figure stated in the condition, General Condition 23 is varied so that there is no adjustment of land tax and the purchaser is not required to make any payment or contribution to the vendor's land tax at settlement or otherwise.

13 Owner Builder Works

Contract reference: SC13

This condition states the vendor undertook renovation works to the property without a building permit, that the materials used were new and fit for purpose, that the works were completed in stages, and that a Section 137B owner-builder inspection report is attached to the Vendor Statement. It states the purchaser accepts the property in its current state and will not make any objection, claim compensation, or require the vendor to make alterations or obtain permits or approvals.

09. Questions to ask your conveyancer.

Each question below is anchored to a specific document or finding. Ready to copy into an email or take into a meeting. The next section contains a full draft email pack.

Tip. Send these alongside the contract and Section 32 themselves so your conveyancer can verify each item against the source document directly.

01

The Contract of Sale discloses at Special Condition 13 that the vendor carried out renovation works without a building permit.

Can you advise on implications for insurance, warranty, and resale?

02

The Section 137B Owner Builders Defects Report records that no building permit was obtained for internal alterations including a wall removal between kitchen and lounge.

Can you review the report and explain the building permit position?

03

The Section 32 item 3.1(b) discloses a shed built over an easement.

Can you confirm whether authority consent exists and what this means at settlement?

04

The Melbourne Water Property Information Statement records a 1050 mm drain within a 6.10 metre easement and an estimated 1% flood level of RL66.6 metres AHD.

Can you explain the easement and flood level disclosures and whether a survey is appropriate?

05

The Title Search records Mortgage [redacted] to Westpac Banking Corporation.

Can you confirm the mortgage will be discharged at settlement?

06

The Section 32 section 6.1 states the Owners Corporation is inactive.

Can you review the Owners Corporation Certificate and explain the implications of the inactive status and the $NIL fees and insurance entries?

07

The Planning Certificate records a Special Building Overlay and two Design and Development Overlays.

Can you explain how these overlays apply to the property?

08

The Section 32 item 4.1 states Manningham Council is within a Termite Declared Zone, and no pest inspection report is included.

Can you confirm what pest-related enquiries are appropriate?

09

The Domestic Building Insurance certificate (Policy [redacted]) records structural alteration works by [redacted] at a contract price stated as $85,401.00.

Can you confirm the cover period and that it passes to successors in title?

10

The Land Information Certificate records a Solar Saver Scheme Special Charge balance stated as $1,350.00 with the scheme running to 30/6/2028.

Can you explain how this charge is treated at settlement and afterwards?

11

The payment, deposit, and settlement date fields in the particulars of sale are blank.

Can you confirm these details before signing?

12

Special Conditions 1 and 2 state fees of $150.00 plus GST and $300.00 plus GST in certain circumstances.

Can you explain the triggers for these fees?

10. A draft email to send your conveyancer.

A ready-to-adapt message you can copy, fill in the bracketed fields, and send to your conveyancer when engaging them on this property.

Tip. Attach the contract and Section 32 to the email so your conveyancer can verify each item against the source documents.

TO [Conveyancer email]
FROM [Your email]
SUBJECT **Property document review - [redacted], Doncaster VIC 3108**

Hi [Conveyancer name],

I'm considering purchasing the property at [redacted]**, Doncaster VIC 3108** and would like to engage you to review the contract and Section 32 before I sign.

I've run the documents through Unstated and would like to discuss the items raised in the report. Key context below.

PROPERTY

- Address: [redacted], Doncaster VIC 3108
- Type: Residential dwelling (a strata unit, described as "Detached, Unit, Single Storey" in the inspection report)
- Council: Manningham City Council
- Zoning: General Residential Zone, Schedule 2 (GRZ2)

DOCUMENTS I HAVE

- Contract of Sale of Land (with Special Conditions 1 to 13 and General Conditions 1 to 35)
- Guarantee and Indemnity form (blank)
- Section 32 Vendor Statement
- Register Search Statement (Title Search), Volume [redacted] Folio [redacted]
- Plan of Strata Subdivision [redacted] (imaged document cover sheet)
- Owners Corporation Search Report, Plan No. [redacted]

DOCUMENTS I DON'T HAVE

- Pre-purchase building inspection report (the Section 137B owner-builder report is included, but it expressly states it is not a pre-purchase building inspection)

- Pest inspection report

SPECIFIC QUESTIONS

01. The Contract of Sale discloses at Special Condition 13 that the vendor carried out renovation works without a building permit. Can you advise on implications for insurance, warranty, and resale?

02. The Section 137B Owner Builders Defects Report records that no building permit was obtained for internal alterations including a wall removal between kitchen and lounge. Can you review the report and explain the building permit position?

03. The Section 32 item 3.1(b) discloses a shed built over an easement. Can you confirm whether authority consent exists and what this means at settlement?

04. The Melbourne Water Property Information Statement records a 1050 mm drain within a 6.10 metre easement and an estimated 1% flood level of RL66.6 metres AHD. Can you explain the easement and flood level disclosures and whether a survey is appropriate?

05. The Title Search records Mortgage [redacted] to Westpac Banking Corporation. Can you confirm the mortgage will be discharged at settlement?

I'd appreciate your guidance on these items before I proceed. The full Unstated report is attached to this email.

Regards,
[Your name]

11. Terms used in this report.

Plain-English definitions for the property terms, acronyms, and certificate types referenced throughout the report.

Section 32 / Vendor Statement
A statement a vendor provides to a purchaser before the purchaser signs, disclosing prescribed information about the property such as rates, easements, and notices.

Title (Register Search Statement)
The official record of ownership of land and the interests registered against it, such as mortgages and easements.

Plan of Subdivision
A registered plan that divides land into lots and may create common property and easements; here it is a plan of strata subdivision ([redacted]).

Easement
A registered right allowing another party (commonly a drainage, water, or utility authority) to use part of the land for a specific purpose such as drainage or access.

Covenant
A restriction registered on title that limits what can be built on the land or how the land can be used, and which generally remains on title for future owners.

Encumbrance
Any registered interest or restriction affecting the land, such as a mortgage, easement, covenant, or caveat.

Caveat
A notice registered on title giving notice of a claim or interest by a party other than the registered owner, which generally prevents certain dealings until resolved.

Owners Corporation
A body that manages common property in a subdivision and may collect fees for maintenance, insurance, and management; an inactive owners corporation is one that has not held an annual general meeting, fixed fees, or held insurance in the previous 15 months.

Building Permit
A written approval by a building surveyor allowing building work to proceed according to approved plans and building legislation.

Occupancy Permit
A document certifying that a building is suitable for occupation, issued on completion of certain building work.

Certificate of Final Inspection (CFI)
A document issued on completion of certain building work confirming that the work has been inspected, as an alternative to an occupancy permit.

Domestic Building Insurance (DBI)
Insurance that may apply to certain residential building works in Victoria over a specified value, providing cover where the builder dies, disappears, becomes insolvent, or fails to comply with a Tribunal or Court Order.

Owner-Builder
An owner who carries out construction or renovation work on their own property without engaging a registered builder for that work.

Section 137B Building Act 1993
The part of the Building Act 1993 that addresses owner-builder works, including a defects report prepared for disclosure when selling within a specified period after the works.

Pool/Spa Barrier Compliance
Victorian regulations requiring pools and spas to be registered and to have compliant safety barriers with periodic compliance certification. No pool or spa is disclosed in these documents.

Council Rates
An annual charge levied by the local council on the rateable value of the property.

Capital Improved Value (CIV)
The assessed value of the land together with all improvements on it, used as a basis for certain rates and taxes; here recorded on the Land Information Certificate as $995,000.00.

Site Value (SV)
The assessed value of the land excluding improvements; here recorded as $720,000.00.

Net Annual Value (NAV)

An assessed annual rental value of the property used in some rating calculations; here recorded as $49,750.00.

Australian Valuation Property Classification Code (AVPCC)

A code classifying the use of land for valuation purposes; here recorded as 120, Single Strata Unit/Villa Unit/Townhouse.

Emergency Services and Volunteers Fund (ESVF)

A levy collected through council rates to fund emergency services; here recorded as $267.40.

Land Tax

A Victorian state tax assessed annually on land value, subject to thresholds and exemptions such as the principal place of residence exemption.

Land Tax Clearance Certificate (Section 158)

A certificate from the State Revenue Office showing any land tax due and unpaid on the land at the date of issue.

Vacant Residential Land Tax (VRLT)

A Victorian tax that may apply to certain residential land in defined areas left unoccupied for more than six months in a calendar year, calculated on Capital Improved Value and separate from general land tax.

Windfall Gains Tax (WGT)

A Victorian tax that may apply when land increases in value due to a government rezoning decision, assessed on the uplift caused by the rezoning; here recorded as no liability identified.

Growth Areas Infrastructure Contribution (GAIC)

A Victorian charge that applies to certain land in designated growth areas, payable when specified events occur; here recorded as Not Applicable.

Commercial and Industrial Property Tax (CIPT)

A Victorian tax that applies to commercial and industrial property following certain transactions on or after a specified date; here the AVPCC is recorded as not a qualifying use, with the certificate stating a charge of $0.00.

GST Withholding (Section 14-250)

A regime that may require a purchaser to withhold a portion of the price for certain new residential premises or potential residential land and remit it to the Australian Taxation Office at settlement.

Foreign Resident Capital Gains Withholding (FRCGW)

An Australian Taxation Office mechanism that may require a purchaser to withhold a portion of the price and remit it to the ATO where the vendor is a foreign resident, unless a clearance certificate is provided.

Stamp Duty (Land Transfer Duty)

A Victorian government tax payable on property purchases, calculated on the purchase price and generally paid at or before settlement.

Cooling-off period

A period during which a purchaser may end certain residential contracts, with several exceptions including auction sales; the contract states a 3 clear business day cooling-off period under Section 31 of the Sale of Land Act 1962, subject to listed exceptions.

Special Conditions

Additional clauses added to a contract beyond the standard general conditions, which may shift responsibilities between the parties.

General Residential Zone (GRZ)

A residential planning zone in which the planning scheme sets rules about what can be built and how land can be used; here Schedule 2 applies.

Design and Development Overlay (DDO)

A planning overlay that sets requirements for the design and built form of buildings, which may relate to height, setbacks, or appearance; here Schedule 8-3 and Schedule 8 apply.

Special Building Overlay (SBO)

A planning overlay that identifies land subject to overland flows from the urban drainage system; here Schedule 1 applies.

Solar Saver Special Charge

A council scheme that funds the supply and installation of solar systems on participating properties; the charge is repaid by the owner over a defined period and continues to apply to subsequent owners until the scheme ends.

Section 158 Water Act 1989

The provision under which a water authority issues an information statement about water and sewer assets, encumbrances, and drainage affecting a property.

Land Information Certificate (Section 121/229)

A certificate from the council showing valuation, rates, charges, and any orders or notices affecting the land; here Certificate No. [redacted].

Joint Proprietors

A manner of holding land where two or more owners hold the whole of the land together.

Australian Height Datum (AHD)

A national reference level for measuring heights, used here to express the estimated flood level (RL66.6 metres).

Due Diligence Checklist
A general checklist published by Consumer Affairs Victoria for prospective purchasers covering matters such as planning controls, flood and fire risk, boundaries, building permits, and utilities; it is general consumer information and not specific to this property.

Sale of Land Act 1962
The Act that sets the framework for vendor disclosure, cooling-off rights, and how land tax may be passed on for certain contracts.

12. Where this fits in your timeline.

A general overview of the typical stages in a Victorian residential property purchase. The actual sequence and timing for your purchase will be confirmed by your conveyancer.

01
BEFORE SIGNING

- Reviewing the contract and Section 32 (you are here)
- Engaging a conveyancer or solicitor
- Arranging pre-purchase building and pest inspections
- Discussing finance arrangements with your lender
- Discussing any contract conditions or modifications with your conveyancer

02
AT SIGNING

- Contract signed by both parties
- Deposit typically paid
- Any applicable cooling-off period begins

03
BETWEEN SIGNING & SETTLEMENT

- Your conveyancer prepares for settlement
- Final loan approval is typically arranged
- Settlement adjustments are calculated for rates, water, and land tax
- Title searches and final checks are conducted

04
AT SETTLEMENT

- Balance of the purchase price paid
- Title transferred to the new owner's name
- Keys handed over

05
AFTER SETTLEMENT

- Utilities, council, and insurer notifications
- Service connections and transfers
- Mailing address updates
- Stamp duty arrangements

Your conveyancer will confirm the specific timeline and steps that apply to your purchase. The actual sequence may vary depending on contract conditions, finance arrangements, and any contingencies that arise.

END OF REPORT

That's the full picture.

Take this report to your conveyancer with the contract and Section 32 attached. We hope it helps you ask better questions. Reply to the email this came with if anything looks wrong, or visit **unstated.com.au**.
